



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

NOVEMBER 14, 2022

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Commissioner Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, David Dyess

City Attorney, Michael J. Mortell

City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. HOSPICE AND PALLIATIVE CARE MONTH - NOVEMBER 2022
2. 22ND ANNUAL BIBLE READING MARATHON - NOVEMBER 11-15, 2022
3. WORLD PREMATURITY DAY - NOVEMBER 17, 2022
4. SMALL BUSINESS SATURDAY - NOVEMBER 26, 2022
5. WORLD AIDS DAY - DECEMBER 1, 2022

PRESENTATIONS

6. SERVICE AWARDS NOVEMBER 2022

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

7. APPROVAL OF 10/24/2022 CCM MINUTES & 11/02/2022 SCM ZONING IN PROGRESS MINUTES (RC)

8. EASEMENT WITH FECR, L.L.C. FOR UNDERGROUND UTILITIES (RC):

RESOLUTION No. 99-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND THE FLORIDA EAST COAST RAILWAY, L.L.C. ("FECR") FOR TWO (2) TEN (10) FOOT WIDE EASEMENTS RELATED TO THE PLACEMENT OF UNDERGROUND UTILITIES AS DEPICTED IN SCHEDULE A, RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. ADOPTION OF FISCAL POLICY (RC)

RESOLUTION No. 100-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART FISCAL POLICY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. ADOPTION OF PROCUREMENT AND P-CARD POLICY (RC)

RESOLUTION No. 101-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE PROCUREMENT POLICY AND PURCHASING CARD POLICY FOR THE CITY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

11. FLORIDA DEPARTMENT OF TRANSPORTATION GRANT FOR PURCHASE OF A NEW TRAM (RC)

RESOLUTION No. 107-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAM PURCHASE OF ONE VEHICLE AND RELATED EQUIPMENT PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

12. FLORIDA DEPARTMENT OF TRANSPORTATION TRAM EXPANSION GRANT (RC)

RESOLUTION No. 108-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE OPERATION OF TRANSIT SERVICE EXPANSION PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

13. AUTHORIZATION TO NEGOTIATE RFQL# 2022-400 PROFESSIONAL ENGINEERING SERVICES (RC)

RESOLUTION No. 110-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFQL #2022-400, PROFESSIONAL ENGINEERING SERVICES TO THE SIX MOST QUALIFIED FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. SECURE CODE ENFORCEMENT LEIN (RC)

RESOLUTION No. 115-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO TAKE STEPS NECESSARY TO SECURE CODE ENFORCEMENT LEIN AND FILE CLAIM TO SURPLUS PROCEEDS FROM TAX DEED SALE, IF ANY, WITH THE MARTIN COUNTY CLERK OF CIRCUIT COURT AND COMPTROLLER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

15. RENEWAL OF FLAGLER CENTER LEASE WITH STUART MAIN STREET ASSOCIATION, INC. (RC)

RESOLUTION No. 106-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THIRTY-SIX (36) MONTH ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 121 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

16. STUART BOAT SHOW ROAD CLOSURE (RC):

RESOLUTION No. 112-2022: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE 49TH ANNUAL STUART BOAT SHOW FROM TUESDAY, JANUARY 10TH 5:00 AM THOUGH MONDAY, JANUARY 16TH AT 5:00 PM 2023, ALONG NW DIXIE HIGHWAY (FORMERLY SR 707) FROM ALBANY AVENUE SOUTH OF THE OLD ROOSEVELT BRIDGE TO FERN STREET AT THE FEC RR CROSSING, NORTH OF THE ST. LUCIE RIVER DRAW BRIDGE, SUBJECT TO FLORIDA DEPARTMENT OF TRANSPORTATION APPROVAL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

17. IMPACT FEE UPDATE STUDY (RC)

RESOLUTION No. 105-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ACCEPTING THE CONSULTANT STUDY OF UPDATED IMPACT FEE OPTIONS AS CONTRACTED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

18. ADOPT MPO VISION ZERO PLAN

RESOLUTION No. 109-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING THE MARTIN MPO VISION ZERO PLAN TO ELIMINATE ALL TRAFFIC RELATED FATALITIES AND SERIOUS INJURIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

19. MAJOR AMENDMENT TO THE JOHNSON HONDA CPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2504-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

20. MAJOR AMENDMENT TO THE WALLACE VOLVO PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2505-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.78-ACRE PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**21. DOGSWORLD URBAN CODE CONDITIONAL USE (QUASI-JUDICIAL)(RC)
(THIS IS A SINGLE READING ITEM)**

RESOLUTION No. 73-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO JUSTIN PHILLIPS, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 400 SW 7TH STREET, CONSISTING OF APPROXIMATELY 1.62 ACRES; TO ALLOW THE USE OF KENNELS FOR DOGSWORLD; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

22. FIRE STATION 3 - REZONE FROM CPUD TO PUBLIC (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2506-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR

AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

23. EAST STUART NEIGHBORHOOD - SMALL-SCALE FUTURE LAND USE MAP AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION
(THIS IS A SINGLE READING ITEM)

ORDINANCE No. 2500-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND USE DESIGNATION FROM "LOW DENSITY" TO "EAST STUART" FOR 8.60 ACRES OF LAND; "OFFICE-RESIDENTIAL" TO "EAST STUART" FOR 1.93 ACRES OF LAND; "MULTI-FAMILY" TO "EAST STUART" FOR 4.50 ACRES OF LAND; "PUBLIC" TO "EAST STUART" FOR .53 ACRES OF LAND; AND "EAST STUART" TO "PUBLIC" FOR 5.16 ACRES OF LAND AS DEPICTED IN EXHIBIT "A" ATTACHED; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

24. THE CREEK DISTRICT - SMALL-SCALE FUTURE LAND USE AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION
(THIS IS A SINGLE READING ITEM)

ORDINANCE No. 2502-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN THEREBY CHANGING THE FUTURE LAND DESIGNATION FROM "COMMERCIAL" TO "DOWNTOWN" FOR 20.07 ACRES OF LAND AND "DOWNTOWN" TO "RECREATION" FOR .25 ACRES OF LAND AS DEPICTED IN EXHIBIT "A" ATTACHED; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

25. EAST STUART NEIGHBORHOOD - ZONING MAP AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION

ORDINANCE No. 2499-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO ASSIGN "EAST STUART NEIGHBORHOOD" ZONING AND MAKE CHANGES FOR CONSISTENCY WITH FUTURE LAND USE MAP; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

26. THE CREEK DISTRICT - ZONING MAP AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION

ORDINANCE No. 2501-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO ASSIGN "THE CREEK DISTRICT" ZONING AND MAKE CHANGES FOR

CONSISTENCY WITH THE FUTURE LAND USE MAP; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**27. EAST STUART NEIGHBORHOOD - LAND DEVELOPMENT CODE AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION**

ORDINANCE No. 2507-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING CHAPTER III SPECIAL ZONING CODES FOR THE "EAST STUART NEIGHBORHOOD"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**28. THE CREEK DISTRICT - LAND DEVELOPMENT CODE AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION**

ORDINANCE No. 2498-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING CHAPTER II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY; CHAPTER III SPECIAL ZONING CODES FOR "THE CREEK DISTRICT"; AND CHAPTER XII DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: RYANNE CAVO

Title of Item:

HOSPICE AND PALLIATIVE CARE MONTH - NOVEMBER 2022

Summary Explanation/Background Information on Agenda Request:

Forty years ago, volunteers came together to establish Treasure Coast Hospice because they wanted their family, friends, and neighbors to have access to compassionate, quality end-of-life care from a locally based hospice provider. Celebrating its 40th Anniversary this year, Treasure Coast Hospice now serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Hospice & Palliative Care Month - Nov. 2022

**PROCLAMATION
HOSPICE AND PALLIATIVE CARE MONTH
NOVEMBER 2022**

WHEREAS, Medicare’s first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care. Beyond providing physical treatment, hospice attends to the patient’s emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want. Treasure Coast Hospice has cared for our communities since 1982, delivering compassionate, caring, expert and professional Hospice and Grief Support Services to patients and families at the end of life; and

WHEREAS, forty years ago, volunteers came together to establish Treasure Coast Hospice because they wanted their family, friends, and neighbors to have access to compassionate, quality end-of-life care from a locally based hospice provider. Celebrating its 40th Anniversary this year, Treasure Coast Hospice now serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim November 2022 as: Hospice and Palliative Care Month in the City of Stuart, Florida and encourage our residents to learn more about hospice and palliative care at the end of life and try to help as they can; and commend the Treasure Coast Hospice Team for their service to the citizens of our community.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of November, 2022.

TROY MCDONALD
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: RYANNE CAVO

Title of Item:

22ND ANNUAL BIBLE READING MARATHON - NOVEMBER 11-15, 2022

Summary Explanation/Background Information on Agenda Request:

The year 1990 was proclaimed by a Joint Congressional Resolution and Presidential Proclamation as the International Year of Bible Reading, and Bible Reading Week has been celebrated annually thereafter.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Bible Reading Week Nov. 11-15, 2022

PROCLAMATION

22ND ANNUAL BIBLE READING MARATHON NOVEMBER 11-15, 2022

WHEREAS, the Bible is a fundamental part of the American heritage and is the basis of our inalienable rights and it serves as the foundations of our laws, our national character, and our system of values; and

WHEREAS, President Ulysses S. Grant stated, “hold fast to the Bible as the sheet-anchor of your liberties” and President Abraham Lincoln called the Bible “the best gift God has given man,” and historians credit President George Washington with identifying the United States as “One Nation under God”; and

WHEREAS, the year 1990 was proclaimed by a Joint Congressional Resolution and Presidential Proclamation as the International Year of Bible Reading, and Bible Reading Week has been celebrated annually thereafter; and

WHEREAS, the Bible is the foundation for many blessings that we enjoy in the United States of America.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim the week of November 11 – 15, 2022 as:

BIBLE READING WEEK

in the City of Stuart, Florida and in honor of this week the 22nd Annual Bible Reading Marathon celebrates the freedoms of our Nation at the Band Shell in Memorial Park, with ninety-hour continuous read through of the entire Bible; lifting up the Word of God, the word that created our Nation and continues to strengthen our Nation.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of November, 2022.

TROY MCDONALD
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Ryanne Cavo

Title of Item:

WORLD PREMATURETY DAY - NOVEMBER 17, 2022

Summary Explanation/Background Information on Agenda Request:

The month of November is recognized as Prematurity Awareness Month and November 17 is recognized as World Prematurity Day to raise awareness.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. World Prematurity Day - 11-17-22

**PROCLAMATION
WORLD PREMATUREITY DAY
NOVEMBER 17, 2022**

WHEREAS, families face serious health risks and March of Dimes fights for their health by supporting research, leading programs, and providing education and advocacy; and

WHEREAS, March of Dimes has developed a collaborative model to study and prevent preterm birth through groundbreaking research at five Prematurity Research Centers; and

WHEREAS, March of Dimes is committed to mobilizing the nation by amplifying the voices of pregnant people and families; and

WHEREAS, 127 babies are born preterm each year in Martin County, representing 10.2% percent of all births in the county; and

WHEREAS, March of Dimes looks forward to partnering with the City of Stuart in response to the continued maternal and infant health crisis of prematurity; and

WHEREAS, the month of November is recognized as Prematurity Awareness Month and November 17 is recognized as World Prematurity Day to raise awareness.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim November 17th as:

WORLD PREMATUREITY DAY

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of November, 2022.

TROY MCDONALD
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: RYANNE CAVO

Title of Item:

SMALL BUSINESS SATURDAY - NOVEMBER 26, 2022

Summary Explanation/Background Information on Agenda Request:

Advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Small Business Saturday 11-26-22

**PROCLAMATION
SMALL BUSINESS SATURDAY
NOVEMBER 26, 2022**

WHEREAS, the City of Stuart celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the City of Stuart supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart do hereby proclaim, November 26, 2022, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of November, 2022.

ATTEST:

TROY MCDONALD
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: RYANNE CAVO

Title of Item:

WORLD AIDS DAY - DECEMBER 1, 2022

Summary Explanation/Background Information on Agenda Request:

In Martin County more than 382 persons are living with HIV and Community Prevention Networks & Community-Based Organizations such as Campbell Health Solutions and Seaside Behavioral Health & Wellness Center, through collaborations and partnerships are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Martin County on World AIDS Day.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. World Aids Day 12-1-22

**PROCLAMATION
WORLD AIDS DAY
DECEMBER 1, 2022**

WHEREAS, an estimated 38.4 million people are living with HIV. An estimated 1.5 million new infections occurred in 2021, which is an estimated 4,100 new infections every day and world-wide 15% of persons with HIV (PWH) don't know their status and only 75% of PWH who need life-saving antiretroviral therapy (ART) are currently accessing those medications; and

WHEREAS, the global spread of HIV necessitates a worldwide effort to increase communication, education, and action to stop the spread of HIV. The Joint United Nations Program on HIV/AIDS observes December 1 as "World AIDS Day," and leads & inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination, and zero AIDS-related deaths; and

WHEREAS, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all PWH will know their HIV status, 95% diagnosed with HIV will receive sustained ART, and 95% receiving ART will have viral suppression. Clinical evidence has firmly established that PWH who achieve and maintain an undetectable viral load by taking ART daily as prescribed cannot sexually transmit the virus to others, and this is known as Undetectable=Untransmittable, or U=U; and

WHEREAS, the World AIDS Day theme in the United States for 2022 is "Ending the HIV Epidemic: Equitable Access, Everyone's Voice"; and

WHEREAS, in Martin County more than 382 persons are living with HIV and Community Prevention Networks & Community-Based Organizations such as Campbell Health Solutions and Seaside Behavioral Health & Wellness Center, through collaborations and partnerships are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Martin County on World AIDS Day.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim "World AIDS Day" on December 1, 2022; and urge all residents of the city of Stuart to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 14th day of November, 2022.

TROY MCDONALD
MAYOR

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Karen Chambers-Cuffy

Title of Item:

SERVICE AWARDS NOVEMBER 2022

Summary Explanation/Background Information on Agenda Request:

Matthew Clough	Fire Rescue	10 years
Matthew Isham	Police	5 years
Deborah Carrasco	Neighborhood Services	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF 10/24/2022 CCM MINUTES & 11/02/2022 SCM ZONING IN PROGRESS MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 10/24/2022 CCM MINUTES (RC)

Funding Source:

N/A

Recommended Action:

Approve minutes.

ATTACHMENTS:

1. 10242022 CCM Minutes
2. 11022022 SCM Zoning in Progress Workshop Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
OCTOBER 24, 2022
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald
Commissioner Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

ROLL CALL

5:32 PM

PRESENT: Mayor McDonald, Commissioner Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Mayor McDonald

- Announced the passing of Larry Massing and his positions held with the City of Stuart as the City of Stuart's Building Official while he was the Fire Chief, serving two roles, and then served as Martin County's Building Official. He was a Local Planning Agency Advisory Board Member for the City and dedicated his entire professional career to the City and County and will be missed. He has received calls in regard to naming Fire Station #2 after Larry Massing as he oversaw that station. Mayor McDonald requested the Board's consideration in naming it "The Chief Larry Massing Station".

PUBLIC COMMENT:

1. Steve Leighton - SE Monterey Rd.; Spoke about Larry Massing and thanked the Commission for what they are doing in honor of Larry.

5:35 PM MOTION: For our Fire Station #2 to be renamed the "Chief Larry Massing Station" and do representative plaque and a dedication.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

McDonald continued:

- Commented that at the last MPO meeting in efforts to improve traffic, FDOT came up with a plan to redesign Kanner Hwy and US1 to allow 3 lanes of cars to turn northbound.

Commissioner Clarke

- Complimented Pinal Gandhi-Savdas, CRA Executive Director, on her hard work and everything she has done with the CRA.
- Asked that the Community Redevelopment Board members be active and help us to continue to do the planning and work for the City.
- Spoke about the East Stuart Historical Committee Meeting on October 29, 2022 at 10:00 am and stated that they are planning for 2023 and forward. Invites the members of the public to attend as this will be their last meeting and would like to hear everyone's opinion.
- Commented that residents have contacted her about the testing for Brightline, concerns about A1A and Monterey, and the concern on Florida Street.

City Manager Dyess stated that the concern on Florida Street will be fixed on November 22, 2022.

- Announced she will not be here from November 8 - November 16 and will miss the first meeting in November.
- Thanked Mayor McDonald for allowing her to take the Alpha Kapa Proclamation on Saturday and commented that they enjoyed being here around our City.

Commissioner Collins

- Commented that he would like to see local pastors start the meeting in prayer as the School Board and County do. (A brief discussion on past practice and policy, a copy of Martin County's policy will be obtained.)
- Reminded the residents that the Special Commission Meeting - Zoning in Progress is on November 2, 2022 at 4:00 PM and the Bible Marathon will begin on Friday November 11, 2022.

Commissioner Rich

- Stated he does not agree with Commissioner Collins and commented that he is uncomfortable with having an invocation at the City's public meetings and would like to discuss further.
- Commented that he attended the Treasure Coast League of Cities Meeting and stated

that the Florida League of Cities was appointed to be the intermediary between the State and the cities in the event the cities that were impacted by Hurricane Ian were not getting what they needed from their counties. Pointed out that the president of our Treasure Coast Regional organization is the Vice Mayor of Port Saint Lucie, Jolien Caraballo.

- Commented that he attended a 2-day meeting put on by the Marine Resources Council in Rockledge, FL. The City of Stuart was recognized for having the most attendees than other municipalities. The meeting was about low impact development and green stormwater infrastructure. Commissioner Rich shared a story about a newly built house in his neighborhood and how it flooded the area.

COMMENTS BY CITY MANAGER

6:00 PM

City Manager Dyess

- Stated a citizen contacted him in regards to the pond at the dog park on Central Parkway because of the product we use for weed ratification and stated they are concerned because it is used heavily by a remote control sail boat group. The citizen stated this group can not utilize the boats due to the weed structures within the pond and would like us to eradicate. City Manager Dyess asked the Commission if it is their desire to lift the previous instructions to staff to not do the weed ratification or keep it in place.

Commissioners briefly discussed weed products and would like the Marine Resources Council to weigh in on what is being used and what is effective.

APPROVAL OF AGENDA

6:05 PM MOTION: Approve.

MOVED BY: Becky Bruner

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1. Robin Cartwright - Hibicus St.; Commented about the YouTube video between Chamber of Commerce and a Commissioner talking about Brightline and Costco, asked the Commission to consider an ad hoc committee to hear constituents' concerns and have them reviewed by an independent source and better serve those who have concerns.
2. Frank McChrystal - Flamingo Ave.; Spoke on different sections of our Comp Plan.
3. Gwendolyn Hall Brinkley - ZOOM; Spoke about the concerns of Brightline and stated she supported having prayer before meetings and is uncomfortable that one of our Commissioners is uncomfortable about praying.

CONSENT CALENDAR

1. APPROVAL OF 10/10/2022 CCM MINUTES (RC)

2. BA #01-2023; AUTHORIZE AND ACCEPT CSCMC GRANT (RC):

RESOLUTION No. 98-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT #01-2023 TO THE FISCAL YEAR 2023 OPERATING BUDGET; MODIFYING THE APPLICATION REQUEST TO THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY GRANT R45-2022 AND AUTHORIZING AND ACCEPTING A NEW FISCAL YEAR 2023 GRANT ALLOCATION FOR THE EAST STUART YOUTH INITIATIVE; AUTHORIZING THE EXPENDITURE OF THE CHILDRENS SERVICES COUNCIL GRANT, COLA, AND EMERGENCY FUNDING PURSUANT TO THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:14 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMISSION ACTION

3. HOUSING SOLUTIONS COUNCIL LAND LEASE - **ON 10/19/2022, APPLICANT CANCELLED RESOLUTION FROM BEING HEARD ON THE 10/24/2022 CITY COMMISSION MEETING:**

RESOLUTION No. 96-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HOUSING SOLUTIONS COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AMERICAN TOWER LEASE AGREEMENT (RC):

RESOLUTION No. 102-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO LEASE BETWEEN THE CITY OF STUART, FLORIDA AND AMERICAN TOWER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Michael Mortell, City Attorney, explained the details and changes to the lease and the right of first refusal.

Commissioner Collins asked what the City would lose if we did not agree with the Agreement.

Commissioners and Attorney Mortell held a brief discussion.

6:29 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Campbell Rich
Motion approved unanimously.

ORDINANCE SECOND READING

- 5. FIRE STATION 3 - SMALL SCALE FUTURE LAND USE AMENDMENT FROM COMMERCIAL TO PUBLIC (RC):
(THIS IS A SINGLE READING ITEM)**

ORDINANCE No. 2503-2022; AN ORDINANCE OF THE CITY OF STUART, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AS DEFINED IN F.S. § 163.3187; AMENDING THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP FOR AN APPROXIMATELY 1.78-ACRE PARCEL FROM THE FUTURE LAND USE OF COMMERCIAL TO THE FUTURE LAND USE OF PUBLIC; FOR THE PURPOSE OF DEVELOPING THE SITE FOR A NEW FIRE STATION TO SERVE THE NORTHERN PART OF THE CITY; AMENDING THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Bonnie Landry, Consultant Planner, presented the items location, purpose, current future land use, proposed future land use, supporting policies related to capital improvements, and recommended approval of Ordinance.

6:35 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE FIRST READING

- 6. MAJOR AMENDMENT TO THE JOHNSON HONDA CPUD (QUASI-JUDICIAL)(RC):**

ORDINANCE No. 2504-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Attorney Mortell swore in (8) people; Kapil Mack, Drew Wilkinson, Steve Mardhart, Pete Anderson, Bonnie Landry, Jodi Nentwick, and 2 unknown. (Sign in sheet attached to

Minutes)

Ms. Landry presented the items location, zoning, proper public notice, elevation and design, sign coverage, site plan, site setbacks, site data, parking provided, massing exhibit, requesting 50% waiver, LPA's approval, development condition of timing which is 3 years for phase 1 and 5 years for phase 2, staff recommends approval.

Terry McCarthy, attorney representing the applicant, stated that this was a successful business investing in a project within the City and this is not a business that generates much traffic.

Drew Wilkinson, representing Johnson Honda on behalf of Turquoise Moon LLC, spoke about the project and how he feels it is needed.

Steve Mardhart, Captec Engineering, stated why they felt it was important to build vertically vs. horizontally.

Pete Anderson, Mike Flaugh Landscape Architecture, stated that no trees are being removed but instead, they will be relocated within the project.

Commissioners engaged in questions and answers with the applicant.

6:58 PM MOTION: Approve.

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

Motion approved unanimously.

7. MAJOR AMENDMENT TO THE WALLACE VOLVO PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2505-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.78-ACRE PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Attorney Mortell swore in (5) people; Russy Wallace, Susan O'Rourke, Scott Montgomery, Bonnie Landry, and Jodi Nentwick. (Sign in sheet attached to Minutes)

Ms. Landry presented the items location, zoning, elevation, parking provided, waiver for 50% interior landscaping requirement, LPA's approval, and staff recommended approval.

Mr. McCarthy, attorney representing the applicant, spoke briefly on the scope of the project.

Russy Wallace, Wallace Volvo owner, spoke about the project and how long the dealership has been there and the jobs it provides.

Commissioner Collins asked the applicant to confirm the number of square feet being added, if any trees are being removed and stated that for every tree being removed he would like one added, and asked about the storm drainage system.

Scott Montgomery, C Calvert Montgomery & Associates, confirmed the square footage of the project, spoke on the trees being removed and the ones being replanted, how much pervious will be inputted, and their storm drainage plan.

7:09 PM MOTION: Approve
MOVED BY: Becky Bruner
SECONDED BY: Eula Clarke
Motion approved unanimously.

8. FIRE STATION 3 - REZONE FROM CPUD TO PUBLIC (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2506-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHNERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Attorney Mortell swore in (5) people; Bonnie Landry, Jodi Nentwick, 3 unknown. (Sign in sheet attached to Minutes)

Ms. Landry presented the items previously rezoning, concurrency, current zoning, parking, preliminary landscape, site and building details, LPA's approval, and staff recommended approval.

City Manager Dyess and Commissioners had a brief discussion on the project and Commissioner Clarke commended the Fire Department.

7:17 PM MOTION: Approve.
MOVED BY: Becky Bruner
SECONDED BY: Eula Clarke
Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:21 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 14th day of November, 2022.**

**MINUTES
SPECIAL COMMISSION MEETING OF THE STUART CITY COMMISSION
ZONING IN PROGRESS
NOVEMBER 2, 2022
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Troy McDonald
Commissioner Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich**

ADMINISTRATIVE

**City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel**

ROLL CALL

4:00 PM

PRESENT: Mayor McDonald, Commissioner Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

PLEDGE OF ALLEGIANCE

Mayor McDonald announced that the Consent Agenda item would be moved to the first item on the agenda. He also noted that this meeting was advertised from 4 p.m. to 7 p.m. and requested the preference of the Commission, whether to stop the meeting at 7 p.m. or continue until complete. All agreed to end the meeting by 7:00 p.m.

APPROVAL OF AGENDA

4:02 PM MOTION: Approval (of Agenda moving Consent Calendar to the first item on the Agenda.)

MOVED BY: Christopher Collins

SECONDED BY: Becky Bruner

Motion approved unanimously.

CONSENT CALENDAR

3. CHRISTMAS PARADE ROAD CLOSURE (RC):

RESOLUTION No. 103-2022; A RESOLUTION OF THE CITY COMMISSION OF

THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE ANNUAL VISITING NURSE ASSOCIATION'S STUART CHRISTMAS PARADE ON FRIDAY, DECEMBER 2, 2022, BEGINNING AT S. E. MONTEREY ROAD TRAVELING WEST ON S.E. OCEAN BLVD. TO CONFUSION CORNER INTERSECTION; AUTHORIZING THE CITY MANAGER OF THE CITY OF STUART TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT FOR THE TEMPORARY CLOSING OF A STATE ROAD; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

4:02 PM MOTION: Approve
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

PRESENTATIONS

4:03 PM

1. FLORIDA STATUTES COUNTY AND MUNICIPAL PLANNING; LAND DEVELOPMENT REGULATION

City Attorney, Mike Mortell presented the legal aspects of Zoning In Progress, the codes, and regulations. In the presentation, he reviewed the meaning of quasi-judicial, the commission's job in deciding policy, legislative action and the guidelines for Comprehensive Plans in Florida Statutes, including a review of sprawl/urban sprawl. The City Commission will be working on the City's Land Development Code which shall contain specific provisions in the Comp Plan. Mortell concluded that the City is performing a legislative function and by majority, the Board will adopt the policies and procedures that will be used by future commissions and land owners to address the estimated 4,000 acres of the City.

2. DEVELOPMENT DEPARTMENT: COMMUNITY PLANNING

4:22 PM

Jodi Nentwick-Kugler, Development Director, presented on Zoning In Progress, an overview of the Development Department's responsibilities, and its future plans. She discussed Community Planning, the Comprehensive Plan and Land Development Code. Ms. Nentwick-Kugler continued the second portion of her presentation to address the density allowed by right within the approval of a Planned Unit Development (PUD).

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

Prior to Public Comment, Commissioner Clark requested to make an announcement: Commissioner Clarke publicly thanked the Stuart Fire Department as she recently experienced a personal emergency in which their services were needed and complimented them on the professional job they did.

Commissioner Collins requested to make an announcement: Commissioner Collins

commented on a misunderstanding in the community, noting a personal advertisement he posted of this Zoning In Progress Meeting with a photo of Zippy the Chimp from the Ed Sullivan Show and found it was offensive to some residents. He apologized to those offended and explained that was not his intention, he would like the focus to be on the future development of the neighborhoods and working together.

1. Douglas Ashley - NE Dixie Hwy.; Commented on his background in development and the number of units built recently in the CRA, surprised and concerned with the growth.
2. Helen McBride - Flamingo Ave.; Complaint about the City microphones and that the Commissioners need to speak into theirs better.
3. Jackie Vitale - Seminole St.; Commented on fractional density and thanked the City for the ZIP conversation, feels a vision should be created for all residents to thrive and would like to see more conversations.
4. Jerry Gore - Lake St.; In favor of the planning but feels disturbed by the flyer/picture posted by a Commissioner, but is forgiving and hopes it doesn't stop the progress.
5. Micah Hartowsky - 5th St.; Commented on the difficulty in purchasing home locally, density, and feels we should do more with less.
6. Jimmy Smith - Apache Ave.; Thanked the Commission (Collins) for the apology and noted the good relationship, believing in God, and loving one another. NAACP fights for all people and all equal rights.
7. Robin Cartwright - Hibiscus Ave.; Echoed Mr. Ashley's comments and encouraged to look at everything as a whole; provided questions for the deliberation; will there be an annexation review?, protection vs mitigation, specifically for the wetlands?, and will you be looking at the cars? Noted example of LiftJax, affordable housing in Jacksonville.
8. Althea Wiley Stoudimire - Dianna Terr.; Commented that she is glad to hear the apology, we are humans first and a title comes second.
9. Joseph Cooper - 9th St.; Commented on the ZIP process, his history in Martin County, housing costs and wants responsible growth.
10. Earl Hall - Tarpon Ave.; Commented on the photo posted by a Commissioner and as a Martin County resident his whole life, feels character counts and everyone should be considered.
11. Bonnie Moser - 10th St.; Commented on knowing what we don't want but the vision should be what we do want.
12. Bob Ernst - Feels community character is important for planners and spoke specifically on existing vegetation and locations in Stuart.
13. Robert Raneri - Flagler Ave; Encouraged the Commission to base discussion about housing on facts and not fear; would like to see the comments about turning into Ft. Lauderdale and other large cities stop and to keep the conversations moving forward.
14. Madeline Greenwood - Letha Cir.; Housing Solutions Council wants to base their assessment on facts, asks to bring the Florida Housing Coalition in to do a study on community needs and training for commissioners and staff.
15. Carol Ann Leonard - Jackson St.; Commented that not only single family homes are needed in Stuart and many are on single household incomes.
16. Laura Giobbi - Ocean Blvd.; Commented that Stuart residents are concerned about its future and feels the Commission needs to be more demanding with developers.
17. Joan Goodrich - Business Development Board; Reminder that housing is connected to the economy and they are available to provide support to the City as needed.
18. Mechelle McFadden - Bigonia Way; Commented on the photo posted and how she is

trying to teach her son the rights and wrongs of how to treat people and on affordable housing.

19. Lucie McGuire - Claremont St., PSL; Stated she is a local, born and raised and is told that is rare, feels it should not be rare. Cannot afford to live in Martin County, quoted real estate averages.
20. Linda Kay Richards - Cabana Pt.; Commented on the need for affordable housing and knows the Commission cannot demand this from developers, noted the high density developments on the borders of the City.
21. Jimmy Wilson - Tarpon Ave.; Commented as a non-homeowner, non-businessowner, gives back to his community by coaching football to the youth, in favor of affordable housing so good people in the community can stay.
22. Nik Schroth - Palm St.; Owns 6 businesses, employs over 100 people, and stated the salary range of their staffs, with the zoning changes, consider the housing changes, architected guidelines, Conversation is about supply and demand.
23. Annette McSwain - Tarpon Ave.; Feels she is stuck in government housing and in favor of affordable housing.
24. Amber Strand - 15th Terr.; Commented in favor of the need for affordable housing; interested in more information on housing needs assessment, asks for protection of trees and water, infilling, reuse Rolf commercial spaces.
25. Marcela Cambor - Sewalls Point - ZOOM; Commented on the codes and what they are geared to and design matters, feels the focus should be more on design; concerned about the policy regarding buildings that have not been built yet.
26. Gwendolyn Hall Brinkley - Port St. Lucie, ZOOM; In favor of low income housing, has lived in PSL because she could not afford to live in Stuart. Does not feel the apology by a Commissioner was genuine.

DISCUSSION AND DELIBERATION

5:39 PM

4. DISCUSS THE TOPICS FROM THE PRESENTATIONS AND DELIBERATE THE POLICIES THAT THE COMMISSION WANT TO SEE IMPLEMENTED.

Mayor McDonald noted that a second workshop is suggested after all comments are reviewed and their discussion takes place. The Commissioners began the discussion.

Commissioner Clarke commented on the vision and to get more input from residents, work with the strategic plan on how developers can participate in the housing process and a possible loan system. Would like to work with the various developers and organizations on what we can do versus what we cannot do to try and develop a plan.

Commissioner Rich reported his thoughts on the public comments on the affordable housing discussion, reviewed and read 3.a2 from an Ordinance, stating the policy supports the objective. He stated the Elizabeth was allowed to be built with densities specifically coming out of the affordable housing section and there was no requirement, feels there is an opportunity to be very specific in our vision.

Commissioner Collins commented that he would like to take time so they are not reactive; reviewed some commonly asked questions about traffic and affordability and Comp Plan regulation. He would not like to see over restrictive regulations, but does not want to see

what has been happening over the past 4 years. Feels one of the largest problems is the urban, 4-story buildings that do not match Stuart's character on the fringes and destroy the green space. Presented potential solutions: Reviewed some municipalities up north who have done downzoning to their density and long-term plan for what we want the City to look like.

Commissioner Bruner commented that she feels Stuart is a nice little City and agrees that some designs are not as attractive as they could be, City could put holds for various sets of time on development, but she cares about the CRA and feels the communication with the community is good in the City.

Mayor McDonald reported that he had done research of Florida Statutes and in the City's Comp Plan, it refers to 2020 and needs to be updated. Would like to get the Beiber Data for projections through 2030 and include it in the Plan. Would like to lock down needs, what the affordable rate is per statute, housing needs analysis, inventory, and industrial properties. Would rather see a criteria that offers a density bonus for smaller units and keep densities.

City Manager David Dyess, noted what the Commission has done in the past pertaining to affordable housing, stated back in 2018/2019 there was a request for developers to have a percentage of their developments be considered affordable, which was successful with two apartment complexes until the State created a law against it. To currently address the affordable housing issue, he feels government intervention or tax credits are a solution and evaluating the law in place on inclusionary housing and determining what the City can do with it is an option to consider. Dyess summarized the Commission discussion to bring back the following for the next Workshop:

- Bring back an inventory
- Have a needs assessment done
- Continue discussions - leave half density but change sizing parameters
- Parking pertaining to half density
- Not to change current PUD's in general

Commissioners continued the discussion to include the upcoming review/adoption of Form Base Code, identifying neighborhood planning, performance based zoning, and state statutes. Commissioner Collins sought clarity on Florida Statute 163.3177. Mayor McDonald and Attorney Mortell responded,

The next Zoning In Progress Workshop will be scheduled in January 2023.

Commissioner Clarke concluded with a suggestion of a possible 6-week workshop to understand the code and work with the Local Planning Agency (LPA) to get policies through to the Commission. She also commented on the photo posted on ZIP and noted to review the Code of Conduct, see if anything was violated, and keep moving forward, make them all better Commissioners and move on. She reminded the public that there is a public complaint process.

ADJOURNMENT

6:50 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

Minutes to be approved at the Regular Commission
Meeting this 14th day of November, 2022.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Timothy Voelker

Title of Item:

EASEMENT WITH FECR, L.L.C. FOR UNDERGROUND UTILITIES (RC):

RESOLUTION No. 99-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND THE FLORIDA EAST COAST RAILWAY, L.L.C. ("FECR") FOR TWO (2) TEN (10) FOOT WIDE EASEMENTS RELATED TO THE PLACEMENT OF UNDERGROUND UTILITIES AS DEPICTED IN SCHEDULE A, RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Brightline is in the process of constructing an additional railroad track through the City of Stuart and has to directional bore under the City's parking lot adjacent to Flagler Park in order to route power to FPL's new transformer locations for the additional railroad track. Florida East Coast Railway L.L.C. ("FECR") requires the City to enter into an Easement Agreement granting FECR access to the two (2) ten (10) foot wide parcels of land as depicted in Schedule A of the Easement Agreement since they will be the entity responsible for maintaining the utility easement.

Funding Source:

Not applicable. All expenses will be paid by Brightline.

Recommended Action:

Move approval of Resolution No. 99-2022.

ATTACHMENTS:

1. R99-2022 Authorization for City Manager to Execute FECR Easement
2. Easement Agreement



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 99-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND THE FLORIDA EAST COAST RAILWAY, L.L.C. (“FECR”) FOR TWO (2) TEN (10) FOOT WIDE EASEMENTS RELATED TO THE PLACEMENT OF UNDERGROUND UTILITIES AS DEPICTED IN SCHEDULE A, RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Brightline is in the process of constructing an additional railroad track through the City of Stuart; and

WHEREAS, Brightline has to directional bore under the City’s parking lot adjacent to Flagler Park in order to route power to FPL’s new transformer locations for the additional railroad track; and

WHEREAS, Florida East Coast Railway L.L.C. (“FECR”) requires the City to enter into an Easement Agreement granting FECR access to two (2) ten (10) foot wide parcels of land as depicted in Schedule A; and

WHEREAS, the City Commission believes that it is in the best interest of the City of Stuart to enter into an Easement Agreement with FECR for the placement of underground utilities as depicted in Schedule A; and

WHEREAS, the City Commission authorizes the City Manager to execute an Easement Agreement with FECR for two (2) ten (10) foot wide easements for the placement of underground utilities as depicted in Schedule A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Commission authorizes the City Manager to execute an Easement Agreement with Florida East Coast Railway, L.L.C. for two (2) ten (10) foot wide easements for the placement of underground utilities as depicted in Schedule A.

SECTION 2: The subject Easement is further described in Schedule A, attached hereto and incorporated herein.

SECTION 3: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14th day of November, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Prepared by and return to:

Michael J. Mortell
City Attorney Stuart, Florida
121 SW Flagler Avenue
Stuart, Florida 34994



EASEMENT

This Grant of Easement ("Easement") is dedicated this ____ day of _____, 2022, by the City of Stuart, Florida, a Florida Municipal Corporation with a street address of 121 SW Flagler Avenue, Stuart, FL 34994, the present owner of the parcel as depicted in OR Book 1450, Page 604 of the Martin County official record books ("Grantor") dedicate the easements; to wit:

LEGAL DESCRIPTION attached hereto as Schedule "A"

(The 10' Wide utility Easements for the sections depicted as Parcel 1 & 2 on the Sketch")

WHEREAS, Grantor is the owner of that Certain real property located in Martin County, more particularly described in the official records books as described above; and

WHEREAS, Grantor desire to grant to Florida East Coast Railway, L.L.C., a Florida limited liability company with a street address of 7150 Philips Highway, Jacksonville, Florida 32256 ("Grantee") a non-exclusive easement to use a portion of the parcel for the placement of utilities underground in a manner that will not interfere with the Grantor's use of the land as a public roadway and parking area or such other use as Grantee deems appropriate so long as it does not prevent or interfere with the utilities placed beneath the surface by the Grantee.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant the following perpetual easement as hereinafter set forth:

1. The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to the Grantee, its licensees, agents, successors, and assignees, an easement for the construction, operation and maintenance of underground electric utility facilities to be installed from time to time' with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of the and remove such facilities or any of them within the easements, each 10 feet in width, described and depicted in the sketch and legal attached as Schedule "A".
2. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR adjoining the Property for any purpose not inconsistent with the use afforded to the Grantee herein.
3. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by GRANTOR and recorded in the Public Records of Martin County, Florida.

4. The Grantor shall not be responsible to maintain the easement area and shall not be responsible for any damage or injury to persons, property or the improvements now or hereafter existing within the Easement Area.
5. If it is necessary for the GRANTEE to excavate within the Easement Area to repair, install or maintain the utilities or any part thereof, the GRANTEE shall be responsible for repairing adequately returning the area to its condition prior to any action by the Grantee.
6. The Grantee shall have the right to utilize the easement area underground to the extent that it does not interfere with Grantor's use of the land. Any use above the surface must be expressly granted by the City. It shall remain the responsibility to maintain the easement area in a condition suitable for its intended use and the Grantee shall be responsible for all costs, fees, assessments, taxes or levies associated with the Grantee's use of the property.

Witnesses:

Print: _____

By: _____

DAVID DYESS
CITY MANAGER

Print: _____

Attest: _____

Mary Kindel
City Clerk

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Grant of Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by **David Dyess as City Manager** for the City of Stuart, Florida, a municipal corporation.

NOTARY SEAL

Signature of Notary Public - State of Florida
Notary Name: _____
Notary Public, State of Florida

The Grantee hereby accepts the grant of easement and the conditions set forth herein.
Witnesses:

Print: _____

By: _____

Print: _____

Attest: _____

STATE OF FLORIDA
COUNTY OF _____

Flagler Easement
FEER Power

The foregoing Grant of Easement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____ as _____.

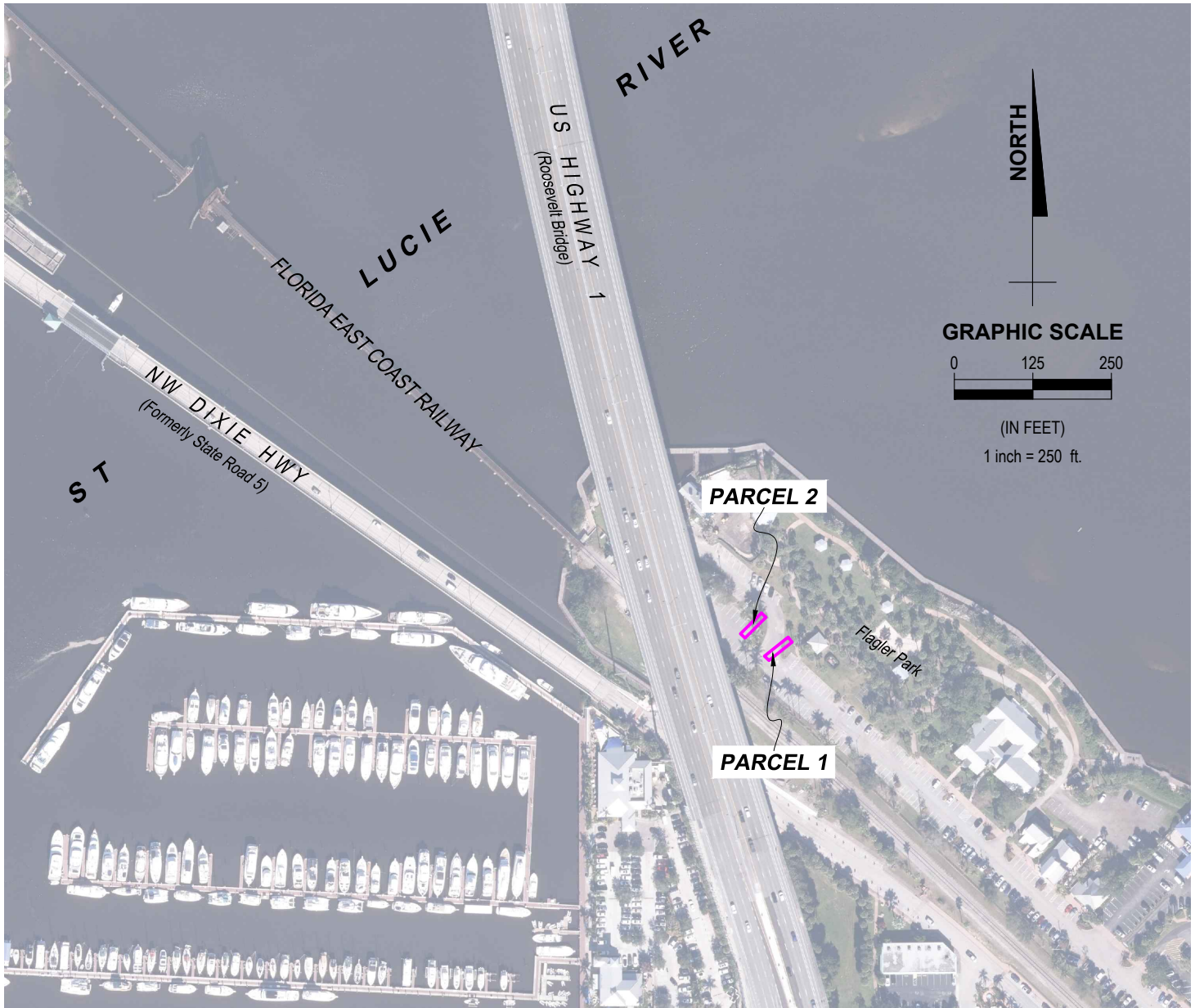
NOTARY SEAL

Signature of Notary Public - State of Florida
Notary Name: _____
Notary Public, State of Florida

SCHEDULE A

Sketch and Legal Description

SCHEDULE "A"
 SKETCH OF DESCRIPTION
 PARCELS: 1 & 2
 ESTATE: EASEMENT
 PURPOSE: UTILITY



SHEET INDEX:

- Sheet 1 Overall Project Map depicting general locations of Parcels 1 & 2
- Sheet 2 Surveyor's Notes & Certification
- Sheet 3 Parcels 1 & 2 Legal Descriptions
- Sheet 4 Sketch of Parcels 1 & 2

THIS IS NOT A SURVEY

PROJECT TITLE: **10' WIDE UTILITY EASEMENTS FOR PARCELS 1 & 2**
 LOCATED IN
 SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST
 MARTIN COUNTY, FL



Wood Environment & Infrastructure Solutions, Inc.
 550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com
 Certificate of Authorization Number LB-0007932

DATE		BY	DESCRIPTION
REVISION			
DRAWN BY: JSP		CHKD. BY: RMJ	
DATE: 08/12/2022		DATE: 08/12/2022	
JOB No. 6374191199 Task 35		SCALE: 1" = 250'	SHT. 1 OF 4
DWG NAME: Task 35- FPL Esmt at St Lucie River Bridge REVISED_v2.dwg			

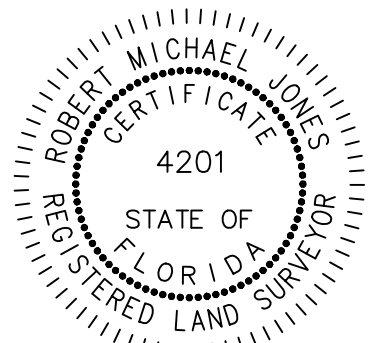
SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCELS: 1 & 2
ESTATE: EASEMENT
PURPOSE: UTILITY

SURVEYORS NOTES:

1. This sketch of description is not valid without the original signature and the seal of the signing Florida licensed surveyor and mapper. The seal appearing on this document was authorized by Robert M. Jones, FL PSM No. 4201 on August 12, 2022. The electronic signature is in conformance with FAC 5J-17 .062(3).
2. The location and configuration of the lands described herein was furnished by the client.
3. Bearings shown hereon are relative to the Florida State Plane Coordinate System , East Zone 901 based on the North line of Section 5, Township 38 South, Range 41 East, as being S 89°21'10" W.
4. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon information provided by the client or obtained from the Public Records Wood Environment & Infrastructure Solutions and the undersigned make no representations or guarantees pertaining to easements, rights of way, setback lines, reservations, agreements and/or other matters pertaining to title and survey.

For the Company,
Wood Environment & Infrastructure Solutions, Inc.

ROBERT M. JONES
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE No. LS 4201



THIS IS NOT A SURVEY

PROJECT TITLE: **10' WIDE UTILITY EASEMENTS FOR PARCELS 1 & 2**
LOCATED IN
SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FL



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550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
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Certificate of Authorization Number LB-0007932

DRAWN BY: <u>JSP</u>	CHKD. BY: <u>RMJ</u>	
DATE: <u>08/12/2022</u>	DATE: <u>08/12/2022</u>	
JOB No. <u>6374191199 Task 35</u>	SCALE: <u>N/A</u>	SHT. <u>2</u> OF <u>4</u>
DWG NAME: Task 35- FPL Esmt at St Lucie River Bridge REVISED v2.dwg		

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCELS: 1 & 2
ESTATE: EASEMENT
PURPOSE: UTILITY

LEGAL DESCRIPTIONS:

PARCEL 1

A parcel of land, lying in Government Lot 2, Section 5, Township 38 South, Range 41 East, Martin County, Florida, being a portion of those lands described in Official Records Book 1450 at Page 604 of the Public Records of said County, being more particularly described as follows;

Commence at the most easterly corner of said lands described in Official Records Book 1450 at Page 604, being the intersection of the East line of said Government Lot 2 with the South line of the most Northerly 20.00 foot wide county road as shown on the FINAL PLAT OF KITCHING'S ADDITION TO THE TOWN OF STUART, FLORIDA as recorded in Plat Book 2, Page 86 of the Public Records of Palm Beach County, Florida, now Martin County, Florida: thence N 46°56'07" W, along said south line, a distance of 112.42 feet; thence departing said south line, S 51°27'13" W, a distance of 49.16 feet to the POINT OF BEGINNING; thence continue S 51°27'13" W, a distance of 46.87 feet to the northerly right-of-way line of the Florida East Coast Railway, thence N 46°56'12" W, along said northerly right-of-way line, a distance of 10.11 feet; thence departing said northerly line, N 51°27'13" E, a distance of 48.34 feet; thence S 38°32'47" E, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 0.011 acres or 476 square feet, more or less.

PARCEL 2

A parcel of land, lying in Government Lot 2, Section 5, Township 38 South, Range 41 East, Martin County, Florida, being a portion of those lands described in Official Records Book 1450 at Page 604 of the Public Records of said County, being more particularly described as follows;

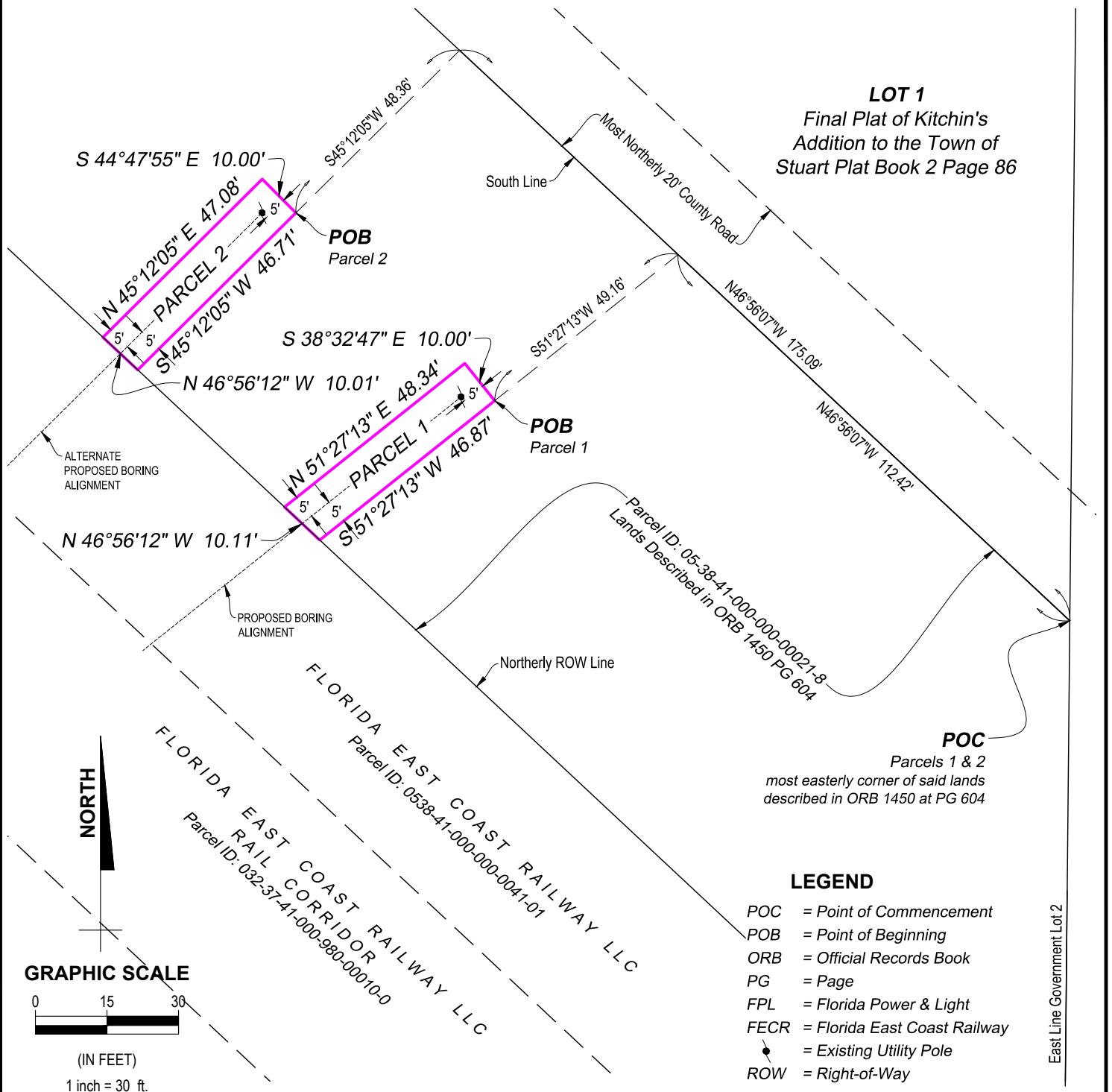
Commence at the most easterly corner of said lands described in Official Records Book 1450 at Page 604, being the intersection of the East line of said Government Lot 2 with the South line of the most Northerly 20.00 foot wide county road as shown on the FINAL PLAT OF KITCHING'S ADDITION TO THE TOWN OF STUART, FLORIDA as recorded in Plat Book 2, Page 86 of the Public Records of Palm Beach County, Florida, now Martin County, Florida: thence N 46°56'07" W, along said south line, a distance of 175.09 feet; thence departing said south line, S 45°12'05" W, a distance of 48.36 feet to the POINT OF BEGINNING; thence continue S 45°12'05" W, a distance of 46.71 feet to the northerly right-of-way line of the Florida East Coast Railway, thence N 46°56'12" W, along said northerly right-of-way line, a distance of 10.01 feet; thence departing said northerly line, N 45°12'05" E, a distance of 47.08 feet; thence S 44°47'55" E, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 0.011 acres or 469 square feet, more or less.

THIS IS NOT A SURVEY

PROJECT TITLE: 10' WIDE UTILITY EASEMENTS FOR PARCELS 1 & 2			
LOCATED IN			
SECTION 5, TOWNSHIP 38 SOUTH, RANGE 41 EAST			
MARTIN COUNTY, FL			
		DATE	DESCRIPTION
		REVISION	
 Wood Environment & Infrastructure Solutions, Inc. 550 Northlake Boulevard, Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 www.woodplc.com Certificate of Authorization Number LB-0007932		DRAWN BY: JSP	CHKD. BY: RMJ
		DATE: 08/12/2022	DATE: 08/12/2022
		JOB No. 6374191199 Task 35	SCALE: N/A
		SHT. 3 OF 4	
DWG NAME: Task 35- FPL Esmt at St Lucie River Bridge REVISED_v2.dwg			

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCELS: 1 & 2
ESTATE: EASEMENT
PURPOSE: UTILITY



THIS IS NOT A SURVEY

PROJECT TITLE: 10' WIDE UTILITY EASEMENTS FOR PARCELS 1 & 2
LOCATED IN
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Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>JSP</u>	CHKD. BY: <u>RMJ</u>	
DATE: <u>08/12/2022</u>	DATE: <u>08/12/2022</u>	
JOB No. <u>6374191199 Task 35</u>	SCALE: <u>1" = 30'</u>	SHT. <u>4</u> OF <u>4</u>
DWG NAME: Task 35- FPL Esmt at St Lucie River Bridge REVISED v2.dwg		

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Louis Boglioli

Title of Item:

ADOPTION OF FISCAL POLICY (RC)

RESOLUTION No. 100-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART FISCAL POLICY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY OF STUART FISCAL POLICY.

Funding Source:

N/A

Recommended Action:

ADOPT RESOLUTION 100-2022

ATTACHMENTS:

1. R100-2022_Fiscal_Policy_2023
2. Fiscal Policy 2023 Redline



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 100-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AMENDING THE
CITY OF STUART FISCAL POLICY; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, City Code of Ordinances 6.01 state the City Commission will review and adopt fiscal policy recommended by the City Manager to clearly state the parameters within which the City will consider its operations and management of all fiscal matters; and

WHEREAS, the City Fiscal policy is to be amended from time to time to accommodate changes in State statutes, Generally Accepted Accounting Principles, and Governmental Accountings Standards, and good internal controls.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The final version of the City Fiscal Policy is attached:

SECTION 2: This resolution will take effect upon adoption.

Resolution No. 100-2022
Fiscal Policy

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14th day of November, 2022.

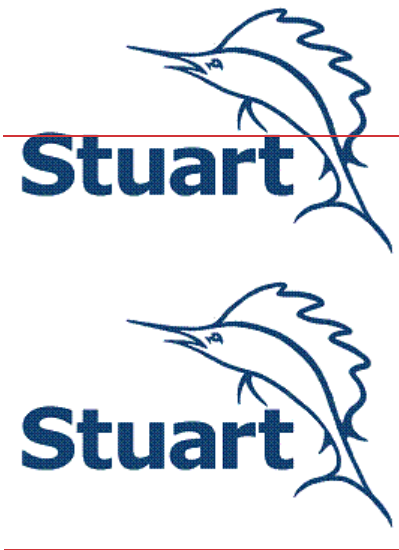
ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



Style Definition: Body Text: Not Shadow, Shadow

City of Stuart, Florida

~~2013~~2023 FISCAL POLICY

~~April 6, 2012~~

November 14, 2022

The Stuart City Commission has historically asked the City Manager to submit a recommended fiscal policy to be reviewed and approved by the City Commission.

The City Fiscal Policy is the guide for the day to day administrative operations of the City, for developing the recommended Annual Operating Budget for the fiscal year, along with the five-year Capital Improvement Program, and the long range Five Year Operating Budget Projection. As well, the Fiscal Policy advises on the ultimate implementation, administration, and monitoring of the various Budgets, and financially related policies of the City.

The Five Year Operating Budget Projection and the Five Year Capital Improvement Program, are adopted annually, as the principal policy, planning, and programming guide for controlling the operational size and cost of city government, and together constitute the implementing documents for compliance with Sec. 163.3177(3) (b) that requires annual adoption and compliance with the Capital Improvement Element of the City's Comprehensive Plan.

Respectfully submitted,

PAUL J. NICOLETTI

David E Dyess
City Manager

DEFINITIONS

The following definitions shall be used herein:

ANNUAL OPERATING BUDGET or OPERATING BUDGET means that printed or electronic document which displays anticipated fiscal revenues and appropriations for a given fiscal year, and is prepared in accordance with governmental accounting regulations, providing for compliance with Truth in Millage reporting, and all other applicable laws.

BUDGET AMENDMENT means a resolution of the City Commission which alters the total budget of a fund, either increasing or decreasing the amount of revenues, appropriations, or both, and typically authorizing the expenditure of the funds.

BUDGET TRANSFER means those actions taken by the City Manager, or designee, to change the allotments, distributions, or allocations of funds within the adopted budget; however, not changing the total of a fund's legally adopted total, and typically authorizing the expenditure of the funds transferred.

BUDGETARY CONTROL LEVEL means the lowest level at which City Commission approval is required to reallocate resources. Budgetary reporting and presentation may present lower levels, or more detailed information. All levels of budgetary reporting below the BUDGETARY CONTROL LEVEL may be adjusted by the City Manager, or designee, through the use of BUDGET TRANSFERS. This is also known as the "legal level of budgetary control".

FIVE YEAR OPERATING BUDGET PROJECTION means those forecasts of the anticipated revenues, and necessary appropriations for the general operations costs of the City, based on current and historical financial information, into the future at least 5 consecutive FISCAL YEAR periods.

FIVE YEAR CAPITAL IMPROVEMENT PROGRAM means those forecasts of the anticipated revenues, and necessary appropriations for the capital or major expenditures of the City, based on current and historical financial information, projected into the future for at least 5 consecutive fiscal years.

GOVERNMENT FUNDS means those funds typically used to account for tax-supported governmental activities of the City, such as providing for public safety and transportation.

SPECIAL REVENUE FUNDS means those funds used to account for specific revenues sources, designated for specific purposes and uses, or restricted to some use by legal requirements, or local mandate.

BUDGETARY POLICIES AND PRACTICES

1. Preparation and Adoption:

- a. Budget Document: Each year, prior to October 1st, the City Commission shall adopt an Annual Operating Budget. The Annual Operating Budget will be developed by the City Manager and staff based upon guidelines established by the City Commission during the annual review ~~and update~~ of the City Commission's priorities and goals for the year. This document will be developed in accordance with the current Fiscal Policy, and as modified by the City Commission from time to time. As a general rule, recurring expenditures will be funded with recurring revenues and nonrecurring revenues will be used only for nonrecurring expenditures. If surplus funds are available after funding of all required reserves, these surplus funds may be used in balancing the annual budget. Reserve funds are the last source to be used to balance the Annual Operating Budget.
- b. Basis of Budgeting: The city shall use the modified accrual basis of accounting for all governmental type funds and the full accrual basis of accounting for all business type funds, and shall be in strict compliance with applicable federal and Florida standards and laws, as well as any applicable standards set forth by the Government Finance Officers Association, commonly termed Generally Accepted Accounting Principles (GAAP).
- c. The annual budgets for all Government Funds, including Special Revenue Funds, will be prepared using the current financial resources measurement

focus and the modified accrual basis method of accounting. This method of accounting recognizes revenues as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period, i.e. within 60 days of the end of the current fiscal period. Expenditures are recognized when the liability is incurred, though debt service expenditures as well as expenditures related to compensated absences, claims and judgments are recognized only when payment is due.

- d. The annual budgets for all Enterprise Funds, reflecting business type activities, will be prepared using the economic resources measurement focus and the accrual basis method of accounting. This method is in accordance with Generally Accepted Accounting Principles (GAAP), with the exception of Fixed Assets that are budgeted instead as Capital Outlay rather than depreciated over their estimated useful lives. The accrual basis method of accounting recognizes revenues as soon as they are earned and become measurable, and expenses are recognized as soon as the liability is incurred, regardless of the timing of related cash flows.
- e. Budgetary Level of Control: The Budgetary Level of Control will be the "fund level". Though budgets are legally adopted at the fund level, all budgets will be prepared by department, and category, including line item account detail using Florida Department of Revenue account classifications and the Uniform Chart of Accounts. Financial Services will utilize as many tools and systems as are available to administer these budgets by the Departmental Category levels.
- f. Budget Adjustments:
 - a. Budget Amendments and Transfers:
 - i. The City Manager is authorized to adjust the budgets of Funds within reason, without exceeding the total appropriated amount adopted by the Commission.
 - ~~i.~~ii. Departments may not exceed the total departmental appropriation, as adopted in the Annual Operating Budget, without a Budget Amendment approved by the City Manager and Resolution of the City Commission.
 - ~~ii.~~iii. Department ~~Heads~~Directors may transfer funds within their departmental account(s), and between categories, with the ~~written~~ approval of the City Manager but will generally avoid using funds for capital items that were budgeted but not

City of Stuart, Florida
~~2013~~2023 FISCAL POLICY

purchased, as well as using unexpended funds from personal services. The City Manager will administratively re-align the budget at year-end to properly classify charges to the proper account codes.

~~iii-~~iv. All budget amendments and transfers throughout the year will be funded as follows:

1st from within the spending Department;

2nd from within the Fund;

3rd from the ~~Capital Replacement Reserve; and various~~
budget and established Reserves;

4th from Unassigned Fund Balance or Net Position

2. Budgeted Revenues:

- a. Revenue Estimates: Projections of revenues will be made "conservatively" and with the intent of avoiding any significant shortfalls. Revenue estimates will be the responsibility of the Financial Services Director, although estimates made by the departments administering the account will be given the highest consideration. The Financial Services Director shall also monitor legislative actions to keep informed of changes that may impact available revenues.
- b. Revenue Shortfalls: In the event of anticipated revenue shortfalls, the City Manager shall develop and implement a plan to reduce expenditures, or take other appropriate actions to offset the projected impact. Any significant adjustment to levels of service or the completion of scheduled capital projects will be reported to the City Commission.
- c. Revenue Diversification: It is the City's policy to maximize use of all available revenue sources, while maintaining source diversification to the extent possible to avoid over-dependence on one source. This will require an equitable mix of taxes, fees, charges, fines, investment income, sale or lease of City-owned property, intergovernmental revenues, and grants. The City's policy is to monitor increases in revenue from existing sources and to research new funding sources to maintain diversity.
- d. Non-Recurring Revenues: Non-recurring revenues will first be applied to reserves or one-time expenditures. Recurring revenues will normally fund recurring expenditures, but surpluses of recurring revenues may be used to fund reserves or non-recurring expenditures.
- e. Property Tax Revenues: The more the City relies on ad valorem property taxes to cover the majority of General Fund operations, the more susceptible the ~~city~~City is to reductions in property values and changes in legislation, therefore the goal for property tax revenue is no more than ~~30~~35% of the City's Annual General Fund Revenue. ~~However, today the amount generated is actually 32.5% of the General Fund Revenue.~~

The City recognizes the "Roll Back Rate" as a concept that fails to take into consideration how services can be provided at the same level without upward adjustment for change in the cost of doing business. It is not the tax rate alone, but the combination of tax rate and property value assessments that together determine a citizen's property tax bill. The City's policy is to consider the overall effect on individual property tax liability in both expenditure decisions and tax rate setting. Assuming the City is permitted by law, the millage will be levied with the goal of avoiding extreme fluctuations and adjustments in the future and will be targeted to provide

services needed, and desired by citizens, along with the overall ability to pay for such services, rather than merely reflect tax rates of adjacent local jurisdictions.

- f. User Fees: Reasonable user fees for non-essential services will be adopted to offset the corresponding costs of providing the particular services, to the extent they are competitive and comparable to similar charges by other entities in the area, and truly reflect the cost of providing the service(s). Whenever it is legal and practical, residents and businesses located within the City limits will be charged a lower fee versus non-residents. The self-supporting Enterprise funds will maintain rates sufficient to comply with bond covenants, cover operating and maintenance costs, capital outlay, and retirement of debt.
- g. Lease of Public Property: All funds acquired by the City from the sale, lease, operation and maintenance of City owned real property, including privilege fees paid to the City for the abandonment of public rights-of-way, shall be paid into the Property Management Fund. Expenditures from said fund shall be used exclusively for the acquisition, operation and maintenance of public property of the City, as well as any amounts committed to the General Fund.
- h. Rate Studies: ~~Water and Wastewater~~Enterprise funds will conduct a professional rate study periodically, but in no event less frequently than every ~~three~~5 years, so as to keep rates in-line with the actual cost of providing the services.
- i. Investment Income from Bond Proceeds: When the City issues bonds, funds received are invested until the actual bond-funded expenditure has occurred. As a result, the City earns interest income from bond proceeds subject to arbitrage limitations set by Federal regulations. This income shall be budgeted in advance and allocated to the purpose for which the bonds were issued, subject to bond covenants.

3. Budgeted Expenditures:

- a. Personal Service Costs: It is the City's policy to constrain the costs of Personal Services as the cost of staffing City government is the largest single factor in the overall cost of government. This is generally accomplished by studying the need for various positions, comparing market rates for salaries and wages, and restricting overtime expense, when possible.
- b. Self-Insurance: The City is currently a member of a self-insurance pool, called Treasure Coast Risk Management Program (TRICO) with

commercial excess coverage, for all risks under worker's compensation, loss of property, and automobile, and general liability. The City has established a policy of accident and loss prevention control, with training, as important components of policy implementation. The City currently also self-insures the city employee Health Benefit Plan with stop-loss insurance covering excess claims.

- c. Cost-Center Accounting: It is the City fiscal policy to control government costs through identification of the true costs of government activities and through establishing cost centers with accurate allocation of costs, including indirect costs, to those centers. The City will identify all direct costs as part of the budgeting process and indirect costs will be allocated based on formulas provided from the independent indirect cost allocation study, which should be updated every ~~three~~3 years. The cost—center accounting concept identifies true total costs of programs and services which can be used in validating benefits derived and provides the base for analysis of internal cost reduction and productivity improvements.
- d. Non-departmental Accounts: It is fiscal policy that all expenses ~~by~~be properly charged to the related department. The only non-departmental accounts (cost centers) will be the accounts related to Reserve and Surplus, and accounts for annual debt service reflecting principal and interest payments due on all debt for the fund. These accounts, along with any fund transfers from these accounts, will be shown in the City's budget in a clear and concise manner.
- e. Alternative Service Delivery Concepts: Fiscal policy is that all programs and services of government, including internal support functions, be reviewed during the budget process for applicability of alternative service delivery concepts, out-sourcing, as options. A basic principle for controlling government costs is to control the scope of its activities. Where private markets perform satisfactorily in providing desired services or programs, there is no need for government replication. Further, when private or institutional entrepreneurs want to provide services hitherto provided by government there is reason to support such efforts so long as both the general and specific public objectives are met. The concept of "alternative service delivery" is to identify potentials for specific program activities or functions to be performed by other than government employees. Best known of such alternatives is the contracting-out of specific government services or functions such as building or utility engineering design, consultant planning, and support functions. Other government service delivery options to be considered are: the use of franchise operations, volunteer services, de-regulatory and tax incentives for private provision; institutional arrangements including use of government grants and subsidies to non-profit organizations; and government programs to

specifically encourage and support self-help and self-sufficiency among client populations.

- f. Emergency Purchases: The City Manager may make emergency purchases that temporarily exceed a department's budget appropriations when it is absolutely necessary and in the best interest of the City. Such actions shall follow the requirements for emergency purchases in the Purchasing Policy adopted by ordinance— and amended by Resolution from time to time.

4. Reserves:

- a. General Fund Reserves: It is the policy of the City that a part of the Nonspendable and Assigned Fund Balance of the General Fund be identified as ~~Emergency Reserves~~reserves, to be maintained at a minimum level adequate to fund Personal Service Costs and Operating Expenditures for not less than three months. In the event the ~~Emergency Reserve~~reserve is used to cover unanticipated costs, the reserve will be replenished as part of the annual budgeting process in an amount to restore the reserve up to the three month level. The replenishment should be amortized over a period not to exceed five years. Available funds in excess of the minimum required to fund the ~~Emergency Reserve~~reserve may be committed first to fund the Capital Replacement Reserve, followed by any other Committed Fund Balances as established by enabling acts of the City Commission. The remainder shall be considered available to establish any Assigned Fund Balances as deemed necessary by the City Manager, or designee, for the intent of funding other initiatives or reserves of the City. Any funds not Assigned, may be deemed as Unassigned Fund Balance and available to carry forward year to year and may be used to fund future appropriations or abate future tax levies.
- b. Utilities Funds Reserves: It is the policy of the City that a part of the Retained Earnings, or Net Assets/~~Position~~, of the Utilities Funds be designated as ~~Emergency Reserves~~reserves, to be maintained the same as required of the General Fund. Available funds in excess of the minimum required to fund the ~~Emergency Reserve~~reserve will be used to fund the Renewal and Replacement reserves, capital expenses, and for providing required debt service reserves. The remainder shall be considered surplus and may be carried forward year to year, and/or used to fund supplemental or emergency appropriations.
- c. Special Revenue Funds Reserves: Reserves of Special Revenue Funds will be maintained to reflect the actual balance of the funds,

including any obligations to other funds, and may only be designated for the allowable uses of the applicable source of funding.

- d. Capital Replacement Reserve: It is City policy to include in the General Fund annual operating budget a provision for a Capital Replacement Reserve to be used for the replacement of assets not normally included in the CIP such as vehicles, machinery and other equipment. As it takes several years to accumulate adequate funding levels to maximize the use of this reserve, the General Fund reserve will be funded by some portion annually and evaluated as to adequacy of funding level.
- e. Contingency Reserve: In order to minimize the impact on the General Fund Reserves, it is City policy to fund, annually, a Contingency Reserve in the amount of approximately 1 % of the annual budget, to be used by the City Manager to fund minor unanticipated costs that were not included in the Adopted Budget. The unused portion of this reserve will expire at the end of each fiscal year and will be re-budgeted as line item expenditure in each succeeding annual budget. ~~Use of the Contingency Reserve will be in accordance with "Division 4. Procurement" of the City of Stuart Code of Ordinances and all expenditures charged to this reserve will be reported to and approved by the City Commission periodically, but in no event less frequently than the quarterly financial review.~~
- f. Health Self-Insurance Fund Reserves: In order to manage the impact of potential employee health insurance claims in excess of normal funding, it is City policy to fund an additional amount of up to 15% of the normal funding, to be held in reserve for funding of future claims, with an overall goal of \$1 Million.

5. Interfund Transfers:

- a. Community Redevelopment Fund (CRA): If during any fiscal year the estimated budgeted Tax Increment Funding (TIF) revenues are insufficient to provide adequate funding for the CRA proposed budgeted appropriations, consideration will be given to other funding sources, including discretionary transfers from other governmental and proprietary funds in order to implement the CRA programs.
- b. Enterprise Funds: For any fiscal year in which funding is available, the Enterprise Funds will budget for Transfers to the General Fund in the amount of 6% of gross operating revenues to be used for additional funding for General Fund operating expenses.

6. Grants:

- a. Revenues: It is the City's policy to seek all appropriate intergovernmental financial support to maintain its governmental responsibilities and accomplish program objectives.
- b. Expenses: Prudent fiscal policy requires that grant assistance be reviewed for its long-term impacts on City programs and future operating costs. Long-term program commitments should not be made with assurances of only short-term funding support. The internal costs of grant application preparation, administration, and auditing should be considered prior to approving the preparation of any grant application. The City should review all continuing operating costs for programs funded by grants that may require continued funding after the expiration of the grant. If continued funding is not available then the program function should be discontinued when the grant funding is discontinued.

7. Financial Forecasting:

- a. Five-Year Budget Projection: ~~The annual operating budget will include a~~ Five Year Budget Projection that forecasts available sources and anticipated uses of funds. ~~Anticipating, anticipating~~ future revenues and their relationship to projected expenses of government ~~is critical~~ will be prepared from time to ensure fiscal stability in future years, time. Economic assumptions will be forecasted and documented as a basis for preparing the budgets and making financial projections. They will be defined by the Financial Services Director and the same assumptions will be applied consistently for all City Funds. The assumptions used to forecast revenues and expenditures shall be reviewed annually in conjunction with the annual budget, in an effort to improve their accuracy. Recurring expenditures will be funded with recurring revenues and nonrecurring revenues will be used only for nonrecurring expenditures.
- b. Long Range Strategy: Specific recommendations to remedy long-term fiscal imbalances will be included in the annual budget adopted by the City. It is the City's policy to require analysis of any imbalances, and to recommend specific remedies to correct the imbalance, which may include:
 - Limiting expenses,
 - Privatizing or otherwise contracting for similar services,
 - Implementing alternative sources of revenue,
 - Increasing/decreasing user fees,
 - Increasing/decreasing taxes.

OTHER FINANCIAL POLICIES AND PRACTICES

8. Accounting and Reporting

- a. External Auditors: Pursuant to Florida Statutes, and the City Code of Ordinances, it is the policy of the City to provide for an annual review and opinion of the City's financial records by a Florida licensed Certified Public Accountant who may be used for a period of no more than five (5) consecutive years, or the terms of contract as awarded by the City Commission. The external auditors may be re-appointed following a Request for Proposals or Request for Quotes and review by the City's Audit Committee, as provided by law in order to "test the market". The engaged firm will "rotate" the personnel involved in the audit to ensure objectivity and to comply with GASB recommended practices. Comments presented by the external auditors will be acted on and corrected as soon as practicable to be included in the report of the following year. A Annual Comprehensive ~~Annual~~ Financial Report (~~CAFR~~ACFR) will be prepared following Government Finance Officer's Association (GFOA) guidelines that will include the annual audit prepared in accordance with Generally Accepted Accounting Principles (GAAP), and timely submitted to the GFOA for submission in the national award program.
- b. Funds and Accounts: The City will minimize the number of accounts and funds. The goal is to maintain simplicity and avoid making the records unnecessarily complex. Funds and accounts will be established by the Financial Services Department in accordance with the State mandated chart of accounts.
- c. Cash Receipts: All receipts will be controlled by the Financial Services Director. Procedures will be established to insure proper security and internal control over collections and the custody of cash. Deposits will be made the next business day.
- d. Delinquent Accounts: The City may use any legally available cost effective means to collect on delinquent accounts. Enforcement of City Ordinances will insure collection of accounts, but unless determined to be in error, all delinquent accounts must be paid. Questionable issues may be resolved by decision of the City Manager, so long as this does not conflict with any ordinance provisions.
- e. Investments: Investments shall be made only in accordance with the investment policy adopted separately by the City Commission, which is in compliance with applicable state and federal law, and based on guidelines promulgated by the Government Finance Officers Association.

City of Stuart, Florida
~~2013~~2023 FISCAL POLICY

- f. Interim Financial Reporting: The City will take the necessary measures to provide for accurate and timely reporting of financial information. The accounting records shall be closed and a summary of revenues and expenditures compared to the Annual Operating Budget will be available to all departments by the end of each month. ~~Quarterly reports summarizing a detailed quarterly financial analysis performed by Financial Services will be submitted to the City Commission for review by the end of the subsequent month.~~
- g. Fiscal Policy Review: The City Manager shall submit a proposed Fiscal Policy to the City Commission, ~~each year~~as needed, prior to consideration of the proposed Annual Operating Budget.

9. Protective Measures:

- a. Internal Controls: The Financial Services Director is granted the authority to establish appropriate internal controls to insure that assets are protected and procedures are followed. Accounting procedures and processes will be regularly reviewed. Changes will always consider the additional costs and the impact suggested controls may have on operational efficiency.
- b. Financial Services Department Review: Any agenda item involving expenditures, or any proposed ~~commission~~Commission action that will create or modify financial policies shall be reviewed by the Financial Services Director prior to adoption. The Director should have the opportunity to provide input in advance of actions that could possibly impact the City's financial position.
- c. Fiscal Impact Reviews: City policy is to require that all proposed City resolutions and ordinances shall be reviewed for fiscal impacts on the premise that law, once made, will have long-term effects. Good practice requires that the direct and indirect costs of legislation be understood and dealt with during the formative stages of such legislation prior to adoption by the City Commission.

10. Capital Expenditures: Capital Improvement Program: It is the policy of the City to annually review the long-range CIP and to set an amount of General Fund and other revenues for funding. The annual operating budget will include the additional costs associated with the operation and maintenance of the new capital improvements.

11. Depreciation: Expenditures from the various funds categorized as Capital Outlay representing items that cost at least \$~~45~~,000 each, and have a useful life in excess of one year, will be capitalized, and inventoried.

12. Fixed Asset Inventory: All fixed assets and all city-owned or controlled items worth over \$~~45~~,000.00 are inventoried, at least annually. Certain sensitive items, such as guns, computers, and some computer peripherals are inventoried, regardless of value.

13. Personnel:

- a. Personnel Policies: Policies are specifically addressed in the personnel handbooks and collective bargaining agreements, and are incorporated by reference herein.
- b. Budgetary Position Control: The number of permanent full-time positions approved in the annual budget may not be exceeded without approval by the City Manager. The City Manager may choose to leave vacancies unfilled or adjust job responsibilities and classifications as he determines necessary to accomplish a department's purposes.
- c. Employee Compensation: Wages and benefits shall be established at levels that are reasonably expected to attract competent and qualified employees that will remain with the City for an extended time. It is the City policy to offer a total compensation package, which is competitive and fair with respect to comparisons with both nearby governments and the private sector; but to focus on comparable comparisons and not just competition. Fringe benefits constitute an increasingly large proportion of overall City staff costs and shall be administered in a cost-effective manner with consideration toward providing the best possible value to the employee.
- d. Overtime: Overtime hours should be avoided except in instances specifically authorized by the department head, and generally in concert with the annual appropriation for the same. The City Manager may authorize extraordinary overtime to provide necessary labor in emergencies, consistent with the overall declaration of emergency approved for a given emergency event.

14. Purchasing:

- a. Centralized/Decentralized Purchasing: City purchases shall be made in compliance with purchasing procedures outlined and adopted by the City Commission in the Stuart Code of Ordinances, Chapter 2-Administration, Division 4; and in the separate Procurement and reflected in the City Purchasing Manual—Card Policy. It is fiscal policy to maximize the value received in City procurement by providing desired standards of goods and services at best and lowest cost. This process is affected through purchasing and inventory procedures developed and implemented through the City's Purchasing Manager. City policy also requires intergovernmental review of procurements to identify savings available through joint government purchasing.

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City of Stuart, Florida
~~2013~~2023 FISCAL POLICY

~~b. Purchasing Cards: Purchasing cards will be tightly controlled and will follow policies included in the City Purchasing Manual.~~

15. Debt Management:

- a. Debt Management: The City's general government has a long history of very little or no long-term borrowing, which is and remains the adopted policy of the City. Increasing the City's long-term debt shall only occur along with a full report of future debt service and revenue sources available for repayment, and adoption of same.

Enterprise funds are the principal exception to this policy. When debt and investment of proceeds thereof can be shown to be a necessary component of maintaining sound long-term services for water and wastewater, solid waste, or other enterprise funds, then issuance of debt will be considered.

- b. General Obligation Debt: General obligation debt shall only be considered within the long-range budget and the Capital Improvement Program (CIP). Issuance of general obligation debt shall be preceded by the adoption of a long-range budget and voter approved referendum. Repayment of all General Fund debt of the City will be clearly shown as expenditures for principal and interest in the annual General Fund operating budget.

- c. Level of Debt Service to Operating Budgets: It is the City's policy that total General Fund "non-ad valorem tax revenue" annual debt service costs shall not exceed 10% of the total annual General Fund operating revenues.

- d. Long-term Debt: The City will prevent any default on debt and strive to maintain an underlying issuer's credit rating of at least AA- (or the equivalent depending on which rating system is referenced). General Obligation bonds, by definition, need approval of the citizens, via referendum. Revenue Bonds or Notes may be used for major purchases or projects but will normally be financed for 20 years or less. Long-term debt shall not be used to finance current operations. The City prefers to "pay-as-you-go" and issue new debt only if there is no other means to achieve the objective or if there is an economic advantage, such as expected increases in a project's future cost or potential revenue returns from the asset anticipated in the future. Refinancing is considered if it is possible to get present value savings in excess of three percent: (3%).

- e. Short-Term Debt and Leases: Debt for less than the five-year planning period shall be avoided. Leases or lease-purchases will only be used when the total costs of the lease and maintenance is less than the total costs of the purchase and maintenance, or there are other special considerations. Net present value calculations should always be used in the comparison. Loans between funds should be at market value interest rates. Short-term debt may be issued in response to a natural disaster or unexpected delays in receiving revenues.

POLICIES TO PROMOTE JOINT PUBLIC AND PRIVATE INVESTMENT

16. Private Sector Participation: Where public service programs overlap with specific resources, wants or needs of the private sector, it is the City policy to share city expenditures, resources, and assets to gain greater scope and effectiveness in such programs. City policy is that development of program budgets take into consideration and promote opportunities for private sector participation when there is mutual benefit.
17. Public Investment to Support Private Investment Initiatives: Where appropriate, and when favorable cost-benefits can be established, (including return of tax revenues), the City will participate in construction of physical infrastructure required for new development or redevelopment of residential areas or business districts. The City's policy is to require rigorous analysis of costs and benefits both direct and indirect, affecting the public and private sectors involved, and obtain equitable participation by those interests specifically benefiting from public expenditures.
18. Public-Private Partnerships: Current policy is to elicit and support public-private partnerships when joint action provides favorable cost-benefit ratios, economies of scale, or accomplishment of well-defined mutual public-private objectives in a particular activity or service area. The City may expend public funds to participate with private organizations for accomplishment of mutually beneficial programs.
19. Revenue Bonds: Revenue bonds issued to support a policy objective shall be repaid by users of the relevant facility based on their actual usage.
20. Relationship between Residential and Commercial/Business Development: It is the policy of the City to monitor and assess the aggregate effects of annexation and development on the City's fiscal future. This is to ensure a balanced, orderly mix of development, both residential and commercial, and to minimize private demands for additional government services or other governmental support. Good public practice will assess short and long term impacts of development in the City, particularly in the effects of business area development on surrounding neighborhoods, infrastructure maintenance requirements and indirect demands on other functions and services of government. Appropriate fiscal policy would include analysis of public costs against offsetting development contributions, additions to the assessable tax base and assessments for extraordinary public costs or special services provided

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Alaina Knofla

Title of Item:

ADOPTION OF PROCUREMENT AND P-CARD POLICY (RC)

RESOLUTION No. 101-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE PROCUREMENT POLICY AND PURCHASING CARD POLICY FOR THE CITY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Procurement and Purchasing Card Policy has been updated to enhance efficiency within the City.

Funding Source:

N/A

Recommended Action:

Adopt resolution No. 101-2022

ATTACHMENTS:

1. R101-2022 Adopt Procurement Policy
2. Procurement Manual AK 8-16-22 Mark up
3. Appendix C PCardPolicy Mark ups



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 101-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA APPROVING THE
PROCUREMENT POLICY AND PURCHASING CARD
POLICY FOR THE CITY; PROVIDING AN EFFECTIVE
DATE AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City Financial Services Department requests the approval of the updated Procurement Contract and Purchasing Card guidelines.

WHEREAS, the Procurement and Purchasing Card Policy has been updated to enhance efficiency within the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA, THAT:**

SECTION 1: The City Commission approves the Procurement and Purchasing Card Policy.

SECTION 2: This Resolution shall become effective immediately upon adoption.

Adoption of Procurement & Purchasing Card Policy

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14TH day of November, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



City of Stuart Procurement Policies and Procedures

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Section 1 - Overview

Mission

The mission of the Procurement Division is to provide for fair and equitable treatment of all persons involved in public purchasing by the City; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

Purpose

The purpose of this manual is to set forth and establish the City's policies and procedures to be used in the procurement of goods and services required for the operation of all departments.

This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

General Statement

It is a goal of the City of Stuart to develop a comprehensive purchasing system. This system should provide greater cost effectiveness and public accountability in the procurement process.

Scope

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the City of Stuart. Throughout this manual, the word "City" may also be used to represent the City of Stuart. The word "department(s)" or "City department(s)" may, in many instances, also apply to City division(s).

General Policies

The Stuart City Commission has delegated authority to the City Manager to act as the Procurement official on behalf of the City of Stuart. The City Manager may delegate Procurement duties and responsibilities as needed.

All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of Florida Statutes, City of Stuart Code, and Procurement policies and procedures in this manual, governing such activities.

City officials should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City. The procurement manual shall provide for rules, regulations, and procedures for the internal management and operation of the Purchasing Division.

It is the Financial Services Director's responsibility to monitor and ensure compliance with the procurement policy.

The Financial Services Director's shall supervise the procurement of all supplies, services, or other items as needed by the City; exercise supervision over inventories of supply belonging to the City; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property.

All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.

Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.

It is the intent of the City to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.

Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining several bids on almost everything purchased and developing more than one active source of supply for various products and services.

Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit.

Section 2 – Procurement Cycle

The Procurement Cycle is the sequence of events that defines procurement procedure from recognition of a need through final payment for services, supplies or equipment. The Public Procurement Cycle has the same characteristics in every public procurement office. The Public Procurement Cycle is that which we are demonstrating within this manual and the one regulated by the City of Stuart Procurement Policy.

The cycle begins during the budget process. When a need or requirement is recognized at the field level, the product, with its estimated cost, is proposed in the annual budget for the coming year. With adoption of the budget by the City Commission, funds become available for purchase of the required product. Whether the need is supplies, a service or a particular piece of equipment, fulfilling the need will expedite, improve or make more cost effective the delivery of services by the city to its citizens. When the need is recognized, internal departmental procedures will result in either a requisition which describes the product in detail or procurement of the required goods by means of the Purchasing Card. The requisition will be entered into the City's computerized Finance/Procurement system. The requisition must have the correct account line and carry the electronic signature of the department head (or the department head's designee) who can authorize the expenditure of funds.

The City has migrated to a paperless requisitioning system. Currently, signed approval on the original invoice denotes receipt of the goods or services in good order and authorizes payment by Accounts Payable. The estimated cost determines how vendors are solicited for quotes or bids for a product or service. Experience or current research will give the department an estimated cost for the product in the required quantity.

Section 3 - Duties & Responsibilities

Purchasing Division Responsibilities

The Purchasing Division staff of the Financial Services Department is responsible for coordinating the procurement procedures for the City. The Purchasing staff also provides training to using departments.

The Purchasing Division shall:

- a) Develop purchasing objectives, programs and procedures for the acquisition of materials, equipment, supplies, and services.
- b) Coordinate and provide assistance for procurement procedures of user departments.
- c) Consolidate the purchase of like or common items or services.
- d) Review drafted specifications for formal bids.
- e) Provide contract administration.
- f) Ensure all purchases are made as per State laws and City policy.
- g) Resolve, monitor and negotiate contract disputes regarding contract compliance.

Requesting Department's Responsibilities

The requesting Department shall:

- a) Initiate purchases, as outlined in this procurement manual, allowing sufficient lead time for the Purchasing Division to process the order and the vendor to deliver goods or services.
- b) Follow the City's procurement policies outlined in the Procurement and P-Card manuals.
- c) Prepare clear and unrestrictive technical specifications when needed for products or services.
- d) Review bid tabulation sheets and submitted proposals to inform the Purchasing Division of their department's recommendations for award.
- e) Send complete and proper specifications for bid solicitation, or proper documentation to waive competitive bidding when exercising an option to "piggyback" or declaring sole/single source procurement.
- f) Promptly inform the Purchasing Division of any contract compliance issues.

Section 4 – Solicitation Thresholds

~~The following procedures should be used depending on the amount of the purchase. The estimated value of the purchase determines what steps must be completed before a purchase authorization can be issued for the request.~~

Vendor Selection

VALUE	MINIMUM REQUIREMENTS	AWARD-APPROVAL
Up to \$5,000	Single quote	Department Director
\$5,000 up to \$10,000	Three quotes	Department Director
\$10,000 up to \$25,000	Three written quotes	City Manager or delegate
\$25,000 up to \$50,000	Formal solicitation process	City Manager or delegate
\$50,000 or above	Formal solicitation process	City Commission

The following procedures should be used depending on the amount of the purchase. The estimated value of the purchase determines what steps must be completed before a purchase authorization can be issued for the request. If the purchase price of commodities or contractual services exceeds the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$35,000), purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless otherwise specified here within.

Technology Services Director may purchase any direct purchase under \$20,000.00 without a method of Procurement.

PURCHASES OF \$0.01 TO \$4,999.99-(Department Director)
Purchases in this category should be paid with a Purchasing Card, if accepted. One (1) verbal quotes is required and may be a telephone quote.

PURCHASES OF \$5,000.00 TO \$9,999.99-(Department Director)
All purchases in this category require the approval of the Department Head. Three (3) verbal quotes will be required.

PURCHASES OF \$10,000.00 TO \$34,999.99-(Financial Services Director)
All purchases in this category require the approval of the Department Head and Financial Services Director. Three (3) written quotes will be required. All quotes must be attached to your requisition.

PURCHASES OF \$34,999.99 TO \$74,999.99-(City Manager or delegate)
All purchases in this category require approval of the City Manager. Competitive solicitation process, made available simultaneously to all vendors, must include time and date for the receipt of bids, proposals, or replies and a public opening.

PURCHASES OF \$75,000.00 AND ABOVE-(City Commission)
All purchases for products and services in this category require a competitive solicitation process made available simultaneously to all vendors, must include time and date for the receipt of bids, proposals, or replies and a public opening.
and award approved by Commission.

Section 5 – Award Authority

Award authority and the authority to execute two party or multi-party contracts rests solely with the Stuart City Commission. The City Commission has delegated award authority to the City Manager to execute purchase orders, provided the funds have been appropriated by the City Commission in the annual budget process.

The Commission has delegated the authority to execute two party or multi-party procurement contracts that are binding on the City to the City Manager as long as: a) the contracts are valued at less than ~~\$50,000.00~~\$74,999.99; b) funds for the project have been appropriated by the City Commission through the annual budgeting process; c) the contract commits the City to no other obligation than the expenditure of appropriated funds; and d) the vendor was selected in accordance with the City Procurement Policy.

After funds have been appropriated by the city commission in the annual budget process for a particular purchase and the vendor has been selected in accordance with the provisions of the City Procurement Policy, and the purchase order/contract does not obligate the city to anything other than payment of ~~at the single purchase contract price,~~ a purchase order or contract can be issued to the vendor without need of further city commission action regardless of dollar amount.

~~The Commission has authorized the City Manager to delegate the authority to execute two party or multi-party procurement contracts that are binding on the City as long as: a) the contracts are valued at less than \$25,000.00; b) funds for the project have been appropriated by the City Commission through the annual budgeting process; c) the contract commits the City to no other~~

~~obligation than the expenditure of appropriated funds; and d) the vendor was selected in accordance with the City Procurement Policy.~~

Section 5 – Payment Methods

Petty Cash

Petty cash is to be used for purchases of \$50 or less. The City Purchasing Card should be used whenever possible for purchases under \$50 as well.

Purchasing Card

A purchasing card (P-card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services. The P-card program is designed to improve efficiency in processing purchases from any supplier that accepts the Visa credit card. Purchases can be completed with suppliers over the phone, fax, Internet, mail, or in person. All P-card purchases must follow the rules and procedures prescribed in the Procurement Policy and Purchasing Card Program Policy and Procedure ~~in Appendix C.~~

Purchase Order

A Standard or Blanket Purchase Order (PO) is computer generated numbered document authorizing a supplier to provide goods or services to the City. A PO is the result of an authorized and approved requisition.

Direct Purchase

Items under \$5,000 may be paid with approval of the Department Director.

Check Request

The Check Request is a standard form used to authorize Accounts Payable staff to make payment for purchases of goods and/or services that is excluded from general purchasing requirements. These exclusions include certain payments to vendors or reimbursements as listed below:

- Travel and conferences
- Membership dues, subscriptions, licenses, or permits
- Educational and seminar fees
- Periodicals and publications
- Legal costs
- Refunds
- Other items as approved by the Financial Services Department

Before processing a Check Request, be sure to review other purchasing methods to ensure Procurement policies and procedures are followed. A Check Request may not be used to circumvent established Procurement policies and procedures. Such a request is an unauthorized purchase.

Use of a Check Request form is not designed to take the place of a Purchase Order or to circumvent the normal bidding procedure. The ~~Financial Services~~**Financial Services** Department shall inform the City Manager of any Check Request that is in violation of Procurement policy.

Section 6 – Cooperative Purchasing

The City of Stuart is authorized to participate with other governmental entities to solicit and procure goods, services and/or equipment required to deliver services to the constituents of each entity. It is a standard public procurement principle that larger quantities included in procurement contracts will render lower unit prices. This principle is commonly known as “economy of scale”. Economy of scale is the most apparent benefit derived from cooperative procurement; however, other not so visible benefits are inherent in a cooperative purchase. Procurement resources are conserved by advertising, opening, evaluating and awarding one agreement instead of several. The political benefit of different governmental entities cooperating for the benefit of the taxpayers is a tangible asset for the participating entities.

The City is further authorized to use other governmental contracts which have been competitively solicited and awarded to the lowest, responsive and responsible bidder or proposer. Therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

It is the express intent of the Stuart City Commission that any award for construction, including building construction, road/paving construction, and underground construction shall only be procured in accordance with the requirements of Florida State Statute 255.20.

Section 7 – Methods of Solicitation

Invitation to Bid

The Invitation to Bid (ITB) is the most common formal, publicly advertised solicitation and the preferred method of soliciting vendors for prices and availability of product whose estimated value exceeds ~~\$25,000~~\$34,999.99.

An ITB is used when the City has a good understanding of that which it is going to buy and comprehensive, written specifications for the item(s) or services. The department/division knows exactly what it wants in terms of functionality, quality and quantity and is able to reduce the requirement to writing in a manner that is understandable to the prospective bidders.

The City will award Invitations to Bid to the lowest, most responsive and responsible bidder without further negotiation. This statement is included in the terms and conditions of the bid package to assure the City receives the best and lowest price with the first response from the bidder. This statement does not mean the City is buying a “low bid” product. It does mean the successful bidder is the one who conforms to all the material requirements, criteria and specifications set forth in the Invitation to Bid and have the capability, both operationally and financially, to fully perform the contract requirements at the least cost to the City.

Request for Proposals

The Request for Proposals (RFP) is another type of solicitation. The RFP is used in those situations when the department/division recognizes its requirement but does not necessarily have the expertise or desire to describe the solution. It may be an area which is in the process of accelerated change or an area where the appropriate technical terminology is obscure to the typical end-user but not to the manufacturer or vendor. It may also be a situation where the final operational result is more important than the cost of the goods or services.

An RFP is awarded using weighted “selection criteria” of which one may be price. Therefore, price may be a factor in the award of an RFP, but not necessarily the determining factor. The terms, conditions and pricing may be negotiated with the proposer(s) after proposals are opened and before a contract is awarded.

Criteria, in addition to price, for example, could be but not necessarily limited to: prior experience, operational plan, qualifications of proposer and team members, etc. Any criterion that the City end user determines has an effect on the final delivered product can be used to select the proposer most beneficial to the City.

Use of the RFP is becoming more common by public agencies because the public agency has the need for more latitude in selection and award of resulting contracts. As the City’s requirements become more complex use of the RFP will increase.

Requests for Quotations (RFQ)

Requests for verbal quotations: Procurements estimated to be valued at between ~~\$4,999.99~~~~5,000~~ and ~~\$10,000~~~~\$9,999.99~~ require three verbal quotations for the product or service. Usually the vendor can quote the price and delivery at the time the telephonic or face-to-face request is made. Documentation should be noted on the requisition sent to procurement and include the name of the vendor, phone number, contact person, price quoted and delivery time.

Requests for informal written quotations: The City Procurement Code requires written quotations from vendors when the estimated purchase amount is between \$10,000 and ~~\$25,000~~~~\$34,999.99~~. The informal written request for quotations will meet this requirement. The informal request for quotation is used to meet the dollar threshold required or when the specifications or scope of service is more complicated than can be understandably communicated in a telephone conversation. The Procurement Office will assume the responsibility of RFQ solicitation if the subject of the RFQ is complex, if special terms & conditions are required to protect the interests of the City or if the department/division requests assistance. The request will define the terms and conditions under which the quote should be submitted. For example:

- a) A definite date and time by which the quote must be in the possession of the department requesting the quotation with the notation that quotes received after that date and time will not be considered. A short period of time (one or two days) is acceptable for a request for written quotations. The RFQ may be sent to vendors by facsimile transmission or by email. The RFQ should state that facsimile or email responses are acceptable as long as the offer is signed by an employee authorized to obligate the vendor.
- b) Specifications should be written in a manner that is easily understood by a vendor who sells the product or service described. A clause should be included stating that the specifications are not meant to restrict competition and that equivalent products will be considered when evaluating responses.
- c) Delivery information should be specifically requested. If the delivery is critical to the department’s mission, the RFQ should state that delivery time is an evaluative criterion, and the quoting firm with the delivery time that best meets the City’s needs may be given consideration in award of the quote. Consequently, if the quoted delivery time is not met, the City reserves the

right to unilaterally declare the vendor in default and will re-award the quote to the next lowest, most responsive and responsible bidder.

d) Request the signature of an officer or employee authorized to commit the company to price and delivery terms. State that unsigned quotes will not be considered.

Requests for Expressions of Interest

The Request for Expressions of Interest (also known as a Request for Qualifications) is used exclusively to select the professionals included in Florida State Statute 287.055, commonly known as the Consultant's Competitive Negotiation Act (CCNA). CCNA is mandated when certain dollar thresholds are reached. When estimated construction costs exceed \$325,000.00 or when estimated costs for a planning or study activity exceed \$35,000.00, CCNA must be used to select qualified professionals. Those professionals whose selections are regulated by this statute are Architects, Engineers, Landscape Architects and Surveyors/Mappers. The Florida State Legislature has determined that the services offered by these professions are so important that consideration of cost is not applicable to their procurement. As mandated by State Statute, selection of these professions is based primarily on qualifications. Criteria that may be used to select a qualified firm are as follows:

- a) Professional capabilities of the proposing firm
- b) Adequacy and abilities of the personnel within the firm
- c) Past record of performance
- d) Prior experience of proposing firm
- e) Willingness and ability to meet City's time constraints
- f) Recent, current and projected workloads
- g) The volume of work previously awarded, with the intent of effecting equitable distribution of work among qualified firms
- h) Location of firm. This criterion is specifically excluded when using Federal money, i.e. Community Development Block Grant (CDBG) funds, American Recovery & Reinvestment Act (ARRA) funds, etc.

The above listing contains examples of recommended criteria to be used when selecting Architects, Engineers, Landscape Architects and Surveyors/Mappers. It is not intended to be a comprehensive list and is not limited to those noted above. Consideration (payment) is the one criterion specifically excluded from evaluative criteria used to select these professionals. In other words, cost of the service may not be considered when selecting a professional for one of these contracts.

Voting members of the selection committee for these projects are usually comprised of City management personnel, department heads, division heads and other City employees with specialized knowledge of the project. For specialized projects, members of the community may be invited to serve on selection committees. The above listing of selection committee members is not comprehensive. Selection committee membership may be made up of any combination of the above or none of the above. The character of the selection committee is totally in the discretion of the City Manager and the Stuart City Commission.

After the solicitation responses are opened, copies of the responses will be given to each selection committee member for review, rating and ranking. The top ranked firms will be presented to the City Commission as the most qualified firms who submitted on the project.

Simultaneously, staff will request the commission authorize staff to enter scope and cost negotiation with the highest ranked firm.

Should staff not be able to negotiate an agreement with the highest ranked firm, staff will return to the commission with notification of the unsuccessful negotiation and request authorization to negotiate with the second highest ranked firm. Should staff be unable to negotiate an acceptable agreement, the City may reject all submittals and re-solicit with a revised scope of work.

When the selection committee has successfully negotiated a contract with the professional, staff will present the agreement to the City Commission and request the Commission to approve the contract and authorize the Mayor and City Clerk to execute the agreement.

Section 8 – Professional Services

Professional service is defined as a service provided by a person working in a recognized professional field including but not necessarily limited to the following: artistic, advertising, real estate appraising, planning, engineering, architectural, surveying, landscape architectural, legal, medical, health, auditing, appraisal, insurance, financial, banking, scientific, information technology and educational service, and any service provided by a governmental agency or a not-for-profit entity, and any other service commonly provided by lawyers, physicians, medical professionals, engineers, architects, surveyors, landscape architects, financial advisors, investment advisors, accountants, planners, information technology professionals, scientists and environmental experts.

The professional services listed above that are governed by Florida State Statute 287.055, the Consultants Competitive Negotiating Act (Architects, Engineers, Landscape Architects and Surveyors/Mappers) are selected as directed by Florida State Statute 287.055.

The remaining professional services not specifically excluded from Competitive Selection shall be selected by means of competitive solicitation.

Section 9 – Purchasing Cards

The intent of the Purchasing Card program is to improve efficiency in processing low dollar value purchases from any vendor that accepts the Visa credit card. A majority of our suppliers accept the Visa Purchasing Card.

~~The City of Stuart has joined the Hillsborough County Purchasing Card Consortium. This consortium gives the City access to enhanced rebates based on our total annual purchasing card usage. The Purchasing Card Policy details the policies and procedures related to the purchasing card program.~~

Section 10 - Requisition Procedure

If the estimated cost is less than ~~\$5,000.00~~\$4,999.99, the department has the authority to purchase using the requisition process or a Purchasing Card. The responsibility to remain current on the market conditions of the product to be purchased is with the departmental personnel who recommend purchases. If departmental personnel do not have the resources to carry out the necessary research to discern the character of the market, the Procurement Office will assume that responsibility.

If the estimated cost is between \$5,000.00 and ~~\$10,000.00~~\$9,999.99, the three verbal quotes required must be documented in the online requisition form. The name of the vendor and quoted amount must be indicated.

If the estimated cost is between \$10,000.00 and ~~\$25,000.00~~\$34,999.99, three quotes should be attached to the requisition form. The Purchasing Division will assume the responsibility for obtaining quotes if the product or service subject is complex, if special terms and conditions are required to protect the interests of the City or if the department/division requests assistance.

If the estimated cost is ~~\$25,000.00~~\$34,999.99 and \$74,999.99 or more formal solicitation process is used. If the cost is less than ~~\$50,000.00~~ \$74,999.99 the City Manager has the authority to award the contract. If the cost is over ~~\$50,000.00~~ \$75,000.00 and the funds have been appropriated and approved in the regular annual budgetary process, and the contract requires nothing more than payment for product delivered or for services rendered, and the vendor has been selected in accordance with the City Procurement Policy, then the City Manager has the authority to award the contract.

If the price is ~~\$50,000.00~~ \$75,000.00 or more and either not a budgeted item or requires a contract which will obligate the City to more than the expenditure of appropriated funds, the award must be approved by the City Commission.

After the vendor has been selected and the price of the procurement has been legally determined, a formal contract may be executed by the contractor and the city and/or a purchase order (which is also a legally binding contract) will be issued. The purchase order or contract will state that the parties to the agreement are the successful bidder and the City of Stuart. It will give a comprehensive description of the items or services to be provided, will indicate the cost and quantity of the product and will formalize the estimated delivery time. Additionally, the purchase order encumbers, or sets aside, the funds for the procurement office to assure the

money is available and to assure the money will be accessible when it is time to pay for the product.

Section 11 – Receiving

Goods, equipment and supplies are received by each ordering department. Departments are tasked with the responsibility of assuring all items received conform to the specifications of the Purchase Order or contract.

Goods, equipment, services and supplies shall be inspected by the using department upon delivery to determine conformance with the specifications set forth in the purchase order or contract. Inspection shall occur, if possible, in the presence of the vendor or shipper and shall include the following receipt criteria:

- a) Verify that quantity of the delivery matches the quantity ordered
- b) Inspect the delivered items or service for damage or defects
- c) Verify that the items or service delivered comply with the descriptions and specifications of the items or service ordered
- d) Compare packages delivered with the Bill of Lading and note any damage or discrepancies on the Bill of Lading as well as the final invoice
- e) Sign the Bill of Lading and when appropriate, the final invoice. Signature must be that of the person actually inspecting the delivery

Should the delivery person be unable to be present or refuses to be present during inspection of the delivery, note on the carrier's paperwork that the delivery is acknowledged but acceptance is reserved until the items can be inspected. The receiving person may acknowledge delivery without accepting the items.

When goods, materials, or supplies fail the receipt criteria or are damaged upon receipt, the receiving department shall immediately refuse the delivery. If the vendor or shipper is not on site, the receiving department shall contact the vendor to arrange return and replacement of the items.

No payment will be made for materials ordered without proper authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. No prepayments shall be made.

Section 12 – Term Agreements

Annual Requirement Agreements are also known as Term Contracts. They are agreements solicited and awarded for a specific amount of time, usually one year, with the possibility of renewal for two additional one year periods. Annual Requirement Agreements are useful for the procurement of supplies or services that are repetitively purchased over the course of the year. By consolidating the departmental/City-wide needs into one solicitation, economies of scale will be achieved.

The method of solicitation (ITB, RFP or REI) will be determined by the character of the specifications for the goods or services. An estimate of annual departmental or City-wide usage is required. The specifications and estimated usage are incorporated into a formal sealed bid/proposal package to be **formally advertised** and sent to those vendors who have expressed an interest in selling the specified product or service to the City of Stuart. The solicitation issued for these goods will state that the quantity estimates noted are estimates only and the City will not be held to any minimum or maximum order quantities.

The bids received will be officially opened on the advertised opening date and evaluated for responsiveness to the solicitation, responsibility of the bidder and cost of the bid items. Upon determination of the lowest, most responsive and responsible bidder a recommendation for award will be made to the appropriate city authority.

Once the appropriate City authority has awarded the contracts all departments and divisions within the City government have the capability to purchase from this agreements. Not only will City departments and divisions use this agreement but it will be available for any other governmental entity located within the territorial boundaries of the State of Florida to use as well.

Conversely, the City of Stuart has access to and may use the Term Contracts or Annual Requirement Agreements put into place by other Governmental entities. The contractor for the other entity must agree, in writing, to extend the same terms, conditions and pricing of the contract to the City of Stuart. The contract must be reviewed by the using department or division in order to assure the product or service meets their needs. After this documentation is in place, the procurement goes through the normal award procedure.

Section 13 – Blanket Purchase Orders

Blanket Purchase Orders (BPOs) are purchase orders put in place for a specific period of time for a specific amount of money for a specific class of product or service. The purpose of the BPO is to allow a department to encumber budgeted funds with a vendor that will let the department make repetitive purchases of supplies or services throughout the period in which the BPO is effective. The BPO may be available for any departmental employee to use or may be restricted to only certain authorized departmental employees. BPOs encumber budgeted funds, which gives the department the ability to track its budget in better detail.

BPOs are constrained by the same procurement levels as any other procurement. The monetary value of any B.P.O. is calculated by annual dollar value per department/division (i.e. if estimated annual purchases total less than \$5,000 it falls into the less than \$5,000 category and no quotes

are required, if estimated annual purchases total \$5,000 to \$10,000 three oral quotes are required, etc.)

Blanket Purchase Orders whose annual value is estimated to be more than \$5,000 are typically written in accordance with the terms, conditions and prices of Annual Requirement Agreements or Term Contracts solicited and awarded by the City of Stuart or another governmental entity. The City reserves the right to increase or decrease quantities on the BPOs as necessary to meet actual quantities used.

Procurement understands that Term Contracts may not be in place to address the specific departmental needs. Departments may put BPOs in place with three vendors selling the same product or class of product and competition among the three generated by the department to assure that the most cost effective purchase is made.

Blanket Purchase Orders may not be used to buy capital assets (either equipment or services) consequently BPOs are usually limited to \$999.99 per transaction. Capital procurements must be made as single purchase transactions. This allows the City to track, list and annually inventory capital procurements.

In addition to the typical information required on a requisition (i.e. vendor, account line, authorizing signature, product description) the dollar amount to be encumbered and period for use is also required. If the BPO is written in accordance with a Term Contract, the contract (or Bid) number as well as the governmental entity that generated the contract must be also noted. The Description in a typical Blanket Purchase Order may read as follows:

Blanket Purchase Order for the period 10/1/18 through 9/30/19, in accordance with U.S. Communities Contract #05091-R, \$999.99 limit per item, No Capital Equipment.

Section 14 – Emergency Purchases

The City of Stuart Policy makes allowance for emergency procurements. If there exists an immediate threat to the health, safety or welfare of City of Stuart citizens or employees the City Manager may authorize an emergency procurement. A significant interruption or delay in the provision of municipal services to the public shall be deemed an immediate threat to the public welfare. All formal bidding requirements shall be suspended. However; this type of procurement will be made with as much competition as is practicable under the circumstances.

Funds for emergency purchases shall have been appropriated by the city commission in the annual budgets of the city, or must otherwise be readily available in a reserve account, or in the un-appropriated fund balance.

Upon declaration of a state of local emergency, as defined and provided in Chapter 26 of the Stuart Code of Ordinances, without prior or further approval of the City Commission, the City Manager shall have authority to contract up to a total of \$350,000.00 for emergency goods and services. If it is not possible to obtain a quorum for a meeting of the City Commission during a declared emergency, the City Manager shall have authority to expend an additional \$700,000.00 for emergency goods and services. Thereafter, if a quorum of the City Commission is

unattainable, the City Manager may expend public funds with the concurrence of any two of the following:

City Commissioners
City Attorney
Financial Services Director
Chief of Police
Public Works Director

Upon a determination by the City Manager that an emergency exists which has not otherwise been "declared", the City Manager shall have authority to contract up to a total of \$350,000.00 for emergency goods and services, without prior city commission approval.

As soon as feasible (within fifteen days of the emergency purchase) a written report of the emergency shall be generated to include the name of the vendor, the type of contract used, the value of the contract and a list of items procured under the contract. The City Manager shall publicly report the facts giving rise to any emergency valued in excess of \$50,000.00 and the necessity for the emergency purchase at the next regular City Commission meeting following the date of the purchase (within fifteen days of the emergency purchase).

Section 15 – Sole Source Procurements

Sole source procurements are authorized by City policy when there is only one supplier for a particular product, service or piece of equipment. After a good faith review of available sources shows that there is only one individual or company that may sell the item to the City, documentation is put in place for the sole source procurement. This documentation consists of a letter from the vendor, on company letterhead, stating the firm is the only supplier of the item. The Department completes the Sole Source form stating why an item should be considered for Sole Source Procurement. The City Manager will approve all Sole Source Procurements over \$25,000.

Section 16 – Single Source Procurement

A contract may be awarded without competitive selection when the Financial Services Director determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the using department; or the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. Requires advertisement on City's website for 7 business days in accordance with F.S. 287.057 (c). The Department completes the Single Source form stating why an item should be considered for Single Source procurement. The City Manager will approve all Single Source Procurements over \$25,000.

Section 17 – Change Orders

Change Orders are those official modifications to contracts and/or purchase orders that involve additional quantities, decreased quantities, additional time to deliver or cancellation of the order. Change Orders are most common under the following circumstances:

- a) Increases to the scope of service for a particular project by including additional work similar in nature but not contained in the original scope of service
- b) Modify the time contractually allotted for completion of contracted work
- c) Make final adjustments to construction contracts to reflect actual quantities provided by the contractor
- d) Additional merchandise is required by the using department
- e) Over shipment of merchandise that is acceptable to the using department
- f) Under shipment of merchandise that is acceptable to the using department
- g) Reduction in order by using department
- h) Cancellation of order
- i) Change in account line (this is usually for internal distribution only and not sent to the vendor)

Change Orders to construction contracts less than \$50,000.00 may be authorized by the City Manager. Change Orders exceeding \$50,000.00 to construction contracts ~~greater than \$50,000.00~~ must be approved by the City Commission. Other change orders may be approved based on the Award Authority.

Section 18 – Construction

Construction solicitations and resulting contracts are designed to protect the interests of the City when infrastructure and vertical structures are built on behalf of the City. Concurrently, the Bidding Documents are intended to assure Bidders fair and equitable treatment. These documents are intended to give direction to construction contractors to assure that the construction projects produced will be built as designed by the architect or engineer who designed them. The City dictates the terms, conditions, specifications and scope of work under which construction contractors may submit acceptable bids to the City.

The intent of the Procurement Office is to create a bid document that accurately describes the construction project in a manner that is understandable to the bidding community. To accomplish this end, Procurement depends on the requesting department to supply a comprehensive scope of work which includes technical specifications, drawings, construction schedule, site conditions and any other conditions that may have a material effect on the bid. Most of these documents and requirements are generated by the professional (Architect or Engineer) selected for the project. Procurement must depend on the end using department to assure the information, as it is passed on to Procurement, is comprehensive, understandable to the bidding community and describes the final product as the City expects it to be delivered.

Upon notification that a construction project will be put out to bid, Procurement will request preliminary solicitation information from the requesting department which asks for all of the above information as well as funding, grant and permitting information.

Any grant information is particularly important because certain grants require special procurement language to meet the grant requirements. The grant may also require compliance to Federal or state mandates by the successful contractor. This compliance, in some instances, will have a material impact on the final bid price from the contractor to the City. A copy of the grant document should be part of the project initiating information sent to the Procurement Office. This will give the Procurement Office a chance to research any special procurement mandates required and include them in the final solicitation package.

Grants also require periodic reporting which maintains the city's qualification status with the granting agency. If the Procurement Office is aware of these conditions at the beginning of the project, grant documentation is easier to compile, track and complete.

Bonding and Insurance requirements are intended to protect the interests of the City without driving the project cost up to an unacceptable total cost. In general, construction projects will exceed the threshold requirements triggering the need for bid guarantees, a payment guarantee and a performance guarantee. Insurance requirements must be evaluated and modified if necessary to assure the City's exposure to liability is limited as much as is fiscally feasible.

A construction project will, in general, be scheduled as follows:

a) The operating department will review the scope of work, technical specifications and construction drawings submitted by the design professional for completeness and accuracy. When the department is satisfied that the documents describe the proposed project, they notify the Procurement Office that a construction project has been budgeted and the department is prepared to begin the solicitation process;

- b) The Procurement Office will request preliminary solicitation information from the requesting department. The requesting department will provide the Preliminary Solicitation form and return it to the Procurement Office with the scope of work, technical specifications and construction drawings.
- c) Using this information-, Procurement Office will create the first draft of the solicitation documents and forward them to the department and design professional for review, revision and final approval;
- d) Upon final approval of the bid documents, Procurement Office will request legal advertisement of the solicitation in, at a minimum, the [Stuart News Palm Beach Post](#). The Procurement Office ~~will mail notification of the solicitation to vendors on the City's vendor list and will~~ concurrently post the solicitation on ~~DemandStar~~ [OpenGov Procurement](#) for on-line distribution of the solicitation package;
- e) Procurement Office will accept questions, both technical and procedural, concerning the solicitation. Procurement Office will issue addenda after conferring with the operating department and design professional answering the questions when necessary;
- f) The Procurement Office ~~will~~ may administer a Pre-bid conference held to allow prospective bidders to ask questions directly of the engineer/architect and City department personnel in order to clarify specifications, requirements, terms and conditions. All addenda must be acknowledged ~~in writing~~ by all bidders. If bids are submitted without acknowledgement of addenda, the submitted bids ~~will~~ may be declared non-responsive and no further evaluation of the non-responsive bids will occur;
- g) An Addendum will be issued resulting from questions asked at the pre-bid conference and/or to clarify ambiguities in the bid package.
- h) Procurement Office will conduct the formal bid opening, tabulating the bids and performing an initial evaluation of bids submitted;
- i) Procurement Office will compile the bids; perform a detailed evaluation of the bidder's responsiveness to the bid requirements; create a bid tabulation sheet and forward this package to the operating department for detailed technical evaluation of the bidders responsiveness to the specifications;
- j) The operating department will review and evaluate the bids received and respond in writing to the Procurement Office with a recommendation to award the bid to the lowest, most responsive and responsible bidder or to reject all bids.
- k) The Procurement Office will compose an agenda item to present the City Commission for approval and authorization to execute the resulting construction contract.
- l) Upon award of the bid and execution of the contract the Procurement Office will send a Notice of Award to the successful contractor with instruction to send required documentation of Insurance and Bonding to the Procurement Office within ten calendar days.

m) When the required Insurance, Bonds and executed Contract are in place, the Procurement Office will schedule a pre-construction conference to be attended by the operating department, design professional and successful contractor. This meeting establishes lines of communication; reviews the project and addresses any special conditions of construction. The Notice to Proceed, executed contract and Purchase Order are given to the contractor. Administration of the project is then transferred to the operating department. When the project is grant funded, the operating department will maintain communication with the Procurement Office regarding the status of the project and invoicing.

Section 19 – Design/Build Contracts

A design/build contract is defined as a single legal instrument with a design/build firm which will encompass both the design and construction segments of a construction project. Usually design/build is used to decrease the time between a construction project initiation and delivery of the finished product.

The solicitation process and selection of the design/build professional is outlined in detail in the *City of Stuart Code of Ordinances: Chapter 2- Administration, Division 5. Design-Build Contracts.*

Section 20 – Bid Protests

1. Any protest relating to the contest of a bid or proposal package must be made by formal written protest within three (3) calendar days from the time the aggrieved person knew, or should have known, of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. All such formal written protests must be filed with the Purchasing Office, no later than 5:00 p.m. EST on the third day.

2. Any unsuccessful bidder (the “Appellant”) who is allegedly aggrieved in connection with the bid solicitation or the proposal award of a contract by the City, may file a formal written protest with the City provided the Appellant complies, as a condition precedent to consideration of such protest, with the following procedures:

A. A formal written protest must be filed with the Purchasing Office, no later than 5:00 p.m. EST, within seven (7) calendar days after the Appellant is made aware of the intent to award the contract by e-mail or when the Purchasing Office posts the notice of recommendation or intent to award the contract on the City’s Procurement Portal.

B. If the City Manager or designee choose not to accept the recommendation of award and awards the contract to an alternate, a formal written protest may be filed, in accordance with this procedure no later than 5:00 p.m. EST, with seven (7) calendar days after the Purchasing Office posts the notice of award on the City’s Procurement Portal.

C. The formal written protest shall contain, at a minimum, the following information:

1. Bid Project identification and title or position of the person submitting the bid protest,

3. A statement describing, in detail, all of the issues being protested and the reasons the award of the contract should not be made as proposed by the City,

4. A statement describing in detail how the issues being protested adversely affect the Appellant's bid submitted to the City,

5. A statement describing the relief sought by the Appellant, and

6. Such other information as the Appellant deems to be material.

D. The Appellant shall provide such additional information requested by the City, which it deems pertinent to the consideration of the protest. The formal written protest shall identify all of the issues and arguments which support the Appellant's claim that the award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein and shall not include any new or additional issues or arguments.

E. As a condition precedent to any consideration of the written protest, the Appellant must post with the City a security in the form of a cashier's check, certified check, or money order (the "Protest Security") made payable to the City of Stuart Financial Services. The amount of the Protest Security shall be 5% of the Appellant's bid up to a maximum of \$25,000. For a solicitation for which no price is required or where the bid was for a percentage discount or markup, the Protest Security shall be \$5,000. The Financial Services Department will hold the Protest Security until a final determination is made on the protest.

F. The City Administrator will review the protest and issue a final decision. If the City Administrator's decision is in favor of the Appellant on the written protest (which includes the decision to reject all of the bids), the full amount of the Protest Security will be returned to the Appellant. If the decision is not in favor the Appellant on the written protest, the City will return the Protest Security to the Appellant within thirty (30) days of the decision after deducting the expenses incurred by the City in processing the formal bid protest and appeal. No award will be made of the contract while a protest or appeal is pending before the City, unless the City Manager deems the procurement to be an emergency.

G. The City will not consider any appeal unless it complies with this procedure. Neither the City, nor its employees will be liable for any costs, expenses or damages incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation Purchasing Manual 2022 Page 39 of 48 costs or bid protest costs. 19.3 A formal written protest is considered filed with the City when the Purchasing Division receives it if delivered by hand delivery or email or when post marked if delivered by U.S. Postal or Express Mail. Accordingly, a protest is not timely filed unless it is received within the timeframe specified.

A. Formal written protests may be submitted via hand delivery, U.S. Postal Mail or express mail, or e-mail as follows:

1. Hand Delivery: City of Stuart, Attn: Purchasing Division, 121 SW Flagler Ave., Stuart, FL 34994

2. U.S. Postal Mail or Express Mail: City of Stuart, Attn: Purchasing Division,
121 SW Flagler Ave., Stuart, FL 34994

3. Email: pur_purchasing@ci.stuart.fl.us

H. All communications by Appellant or anyone acting on behalf of Appellant regarding the bid protest must be directed to Financial Services Director or the City Manager. Appellants and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, including but not limited to, contacting any City Commissioner, official, employee, or representative to discuss any matter relating in any way to the solicitation being protested. This restriction shall begin with the filing of the protest and end upon the final disposition of the protest. Failure to adhere to the prohibitions herein may result in the rejection of the protest without further consideration.

- ~~1. Any actual or prospective vendor or contractor who is aggrieved in connection with a solicitation or award of contract may protest in writing to the city manager. A protest with respect to an invitation for bids or RFP shall be submitted to the city manager in writing prior to the opening of bids or the closing date of proposals. The city manager is authorized to settle any such protest, provided however; settlement for consideration exceeding \$10,000.00 in value shall be approved by the city commission.~~
- ~~2. The city shall not proceed further with a protested solicitation unless the city manager has made a written determination that an award of a contract without delay is necessary to protect the interests of the city. The decision of the city manager regarding the protest may be appealed by an aggrieved party to the city commission.~~

Section 21—Contract award protests

~~A protest with respect to an award of contract shall be submitted to the city manager in writing within ten days of award. If, after an award of contract, the city manager determines that the invitation or solicitation or the award of a contract was in violation of the invitation to bid, the bid specifications, the RFP, or other applicable law, then the contract shall be ratified by the city commission provided it is determined by the city commission that doing so is in the best interest of the city and the vendor awarded the contract has not acted fraudulently or in bad faith. Alternatively, such contract may be terminated and the vendor awarded the contract compensated for the actual costs reasonably incurred under the contract prior to the termination. If the vendor or entity awarded the contract is determined by the city manager to have acted fraudulently or in bad faith, the contract shall be declared null and void.~~

Section 22 - Contract claims

Unless modified by contract, the following rules shall apply to contract claims.

- (a) All claims of a vendor against the city relating to a contract shall be submitted in writing to the Financial Services Director or delegate for a decision. The claimant may request a conference on the claim. Claims include, without limitation, disputes arising under a contract based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

(b) The decision of the Financial Services Director or delegate shall be promptly issued in writing and furnished to the claimant. The decision shall state the reasons for the decision reached and shall inform the claimant of its appeal rights. If a written decision is not issued regarding any contract controversy within 14 days after receipt of a written request for a final decision, then the aggrieved party may proceed as if an adverse decision had been issued.

(c) The decision shall be final and conclusive unless within ten calendar days from the date of receipt of the decision the claimant files a written notice of appeal with the city manager. The decision of the city manager shall be deemed final and conclusive when rendered.

Section 23 - Authority to debar; cause.

The city manager is authorized to debar for up to three years any vendor from consideration for award of city procurement contracts. Debarment shall be for cause.

Causes for debarment

The following action of a vendor or of a principal of a vendor shall constitute cause for debarment of the vendor:

(a) Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor;

(c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(d) Violation of any contract provision of a contract made by the vendor with the city or another agency including but not limited to:

(1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; and

(2) A record of failure to perform or of unsatisfactory performance in accordance with the terms of the contract provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the vendor shall not be considered to be a basis for debarment;

(e) Violation of the ethical standards set forth in this article;

(f) Failure without justification on one or more occasions to perform a contractual obligation in accordance with industry standards or contract provisions; and

(g) Any other cause the city manager determines to be serious and compelling so as to affect responsibility of a vendor including debarment by another governmental entity for any cause listed in this article.

Debarment procedure

(a) The city manager shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred vendor of the right to appeal to the city commission. A copy of the decision of the city manager shall be mailed or otherwise furnished immediately to the debarred vendor and to the city commission.

(b) A decision to debar shall be final and conclusive unless within ten days after receipt of the decision the debarred vendor files a written notice of appeal to the city commission. The decision of the city manager shall be deemed final and conclusive if affirmed by the City commission.

Section 24 – Fixed Asset Management

Annual Inventory

Fixed assets are defined as real property, structures, infrastructure and equipment with a value in excess of \$1,000.00 and a life expectancy of more than one year. A product must reach both of these thresholds in order to be classified a fixed asset. Fixed assets are purchased from the capital account lines in each department's budget as opposed to the operational account lines. All fixed assets are assigned fixed asset numbers, tracked and inventoried annually. The objectives of inventory management include waste prevention, full utilization of supplies and maximum return of value upon disposal.

There are items included in the annual inventory that are not fixed assets. These items are carried in the fixed asset system and inventoried annually but are not computed as fixed assets purchased with capital funds and subject to depreciation.

Obsolete/Surplus Equipment Disposition

The City Manager determines what method of disposal is most beneficial to the City of Stuart whether it be by public auction, employee auction, on-line auction, formal sealed bid, posted prices or trade-in.

Department heads will determine when a specific piece of equipment or stock of supplies has become obsolete or is surplus to the operational needs of the City. The department head will notify the Finance Services Department that the items are surplus or obsolete and request the City Manager declare them as such. Once they have been declared surplus, the method of disposal will be determined.

Appendix A – Insurance Requirements

1. The successful bidder shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.
4. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)]* for limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00** aggregate relative to any agreement resulting from this solicitation with the City of Stuart. ***
5. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.
6. Professional Liability: The professional shall during the life of this agreement take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the City of Stuart. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the agreement.
7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.

8. Certificates of Insurance: the Contractor upon notice of award will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

(1) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, its termination date.

(2) Statement that the Insurer will furnish to the CITY Certificates of Insurance specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal.

(3) City shall be named or additional named insured on Public Liability Insurance and Automobile Liability Insurance.

*For construction projects include ...owners & contractors protective for construction projects

** For construction projects include ...per job, per policy year

*** For construction projects include ... Further, contractor agrees to maintain like coverage for a minimum of five (5) years following completion of the project

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion.

Appendix B – Definitions

Addendum: Official document issued by the city which changes the terms, conditions, specifications or scope of service of an Invitation to Bid package, Request for Proposal package, Request for Expressions of Interest package or contract. When an addendum is issued, it becomes an integral part of the document to which it is attached. All addenda issued must be acknowledged in writing by the bidder or proposer. If an addendum is determined to contain information that is material to accurate bid pricing; or is material to the proper delivery of the scope of service and said addendum is not acknowledged, the bid or proposal shall be declared non-responsive, and no further evaluation of the solicitation will occur.

Annual Requirement Agreement: Annual Requirement Agreements are also known as Term Contracts. They are agreements solicited and awarded for a specific period of time, usually one year, with the possibility of renewal for two additional one year periods. Annual Requirement Agreements are useful for the procurement of supplies or services that are repetitively purchased over the course of the year. By consolidating the departmental/city-wide needs into one solicitation, economies of scale may be achieved. Once these contracts have been awarded by the city, departments and/or divisions may encumber their budgeted funds against these agreements by means of Blanket Purchase Orders.

Award: This is the term used to denote when a Bid, Request for Proposals, Contract or Purchase Order has been granted to the vendor who has submitted the most cost effective, responsive and responsible bid, proposal or quote for a project. All awards are made by either city staff or the city commission. The award may also include a formal contract which must be executed prior to initiation of a project.

Award Protest: A protest with respect to an award of a contract shall be submitted to the City Manager in writing within ten days of contract award.

Bid Bond: A cash or surety bond guarantee that assures an apparent low bidder will enter into a contract with the City of Stuart upon award by the appropriate city official(s). Should an apparent low bidder refuse or be unable to enter into a contract with the city, the city has access to the cash or bid bond to defray additional cost to the city required to contract with the second low bidder or to re-bid the project.

Bidder: An individual, company, corporation or firm that has submitted a bid or quote in response to the City's request for offers.

Bid/Proposal Opening: The formal event during which responses to the city's solicitation are opened, names of respondents and amounts offered (where applicable) are publicly sounded. Bid/Proposal openings are publicly advertised and are used when Invitations to Bid, Requests for Proposals and Requests for Expressions of Interest are opened. Bid openings are subject to the requirements of Florida State Statute 119, the Open Records statute.

Bid Schedule: The section of a quote or bid in which the bidder offers their certified prices to the city to provide the supplies, services, equipment or construction services described in the solicitation. The bid schedule may be in a format where unit prices and extended prices are requested. The unit prices are multiplied by the estimated quantities to yield the extended prices. Should there be a mathematical error in the extension, unit prices will always prevail. In the case

of construction solicitations, the estimated quantities may be increased or decreased by the City to reflect actual quantities used. Construction work not specifically itemized in the bid schedule but necessary for the completion of the scope of work must be included in the most appropriate bid item(s).

Bid Protest: Any actual or prospective vendor or contractor who questions the reasonableness, necessity or competitiveness of the terms and/or conditions of an Invitation to Bid, Request for Proposals or Request for Quotations may file such protest in writing to the City Manager. The protest shall be submitted to the City Manager, in writing, prior to the opening date and time of the bid, quote or proposal.

Bid Specifications: The description of contracting terms prepared by the city and set forth in an invitation for bids from prospective vendors.

Bonding Requirements: Bid Bonds must be submitted when required in the solicitation documents to best serve the interests of the city or the bid price is estimated to exceed \$50,000.00. Payment and Performance Bonds are required for all construction contracts and from other service contractors whenever the value of the contract is valued at \$50,000.00 or more, or if the interests of the City may be threatened should a contractor fail to pay its materialmen or subcontractors (payment bond); default or non performance to the standards of the specifications and/or scope of work described in the contract documents (performance bond).

Competition: The foundation upon which the public procurement process is based. Competition is the principle stating that the effort of two or more parties acting independently to secure the city's business will deliver the required goods, services or equipment in the most cost-effective and expeditious manner.

Contract: The formal document between two (or more) competent parties, which includes an offer, acceptance, term (time the contract is in effect), consideration (payment or other item of value) and scope of work. A contract is a legally binding document that requires one party to deliver that which is described in the scope and requires the other party to pay for that which is delivered.

Contractor: The successful respondent to a solicitation for quotes, bids or proposals. A contractor is the individual, company or firm to whom a purchase order or contract has been awarded.

Cooperative Procurement: The act of cooperatively soliciting competitive responses from responsible vendors to supply goods, services or equipment by more than one governmental entity in order to take advantage of economies of scale. Cooperative Procurement may also be defined as one governmental entity using the competitive solicitation process put into place by a different governmental entity (***piggy-backing***). The aforementioned competitive process must follow generally accepted public procurement principles and be substantially in accordance with the City of Stuart procurement policies.

It is the express intent of the Stuart City Commission that any award for construction, including paving construction, and underground construction, shall only be procured in accordance with the requirements of Florida State Statute 255.20. It is further the intent of the Stuart City Commission to solicit bid/proposals for construction projects including building construction, paving construction and underground construction, the estimated value of which exceeds

~~\$75,00.00 It is further the intent of the Stuart City Commission to solicit bids/proposals for construction projects including building construction, paving construction and underground construction, the estimated value of which exceeds \$50,000.00.~~

Instructions to Bidders: Guidelines included in Invitations to Bid and some Requests for Proposals that give respondents essential information regarding the requirements of the solicitation.

Goods: Supplies, services and construction to be acquired by the city.

Insurance requirements: Insurance requirements for construction contractors were established by the City Commission effective August 11, 2003. See Insurance Requirements for Contractors, Exhibit B. In general, the city has set levels of insurance coverage high enough to assure that the city's interests are protected. The city's liability exposure must be protected should there be negligence or malfeasance in the provision of service by the contractor. The character of the services provided dictates the liability exposure of the city, and from that the coverages and levels of coverage required for service providers (contractors) will be derived.

Professional service providers, i.e. Architects, Engineers, Landscape Architects and Surveyors/Mappers are generally required to carry Professional Liability (Errors and Omissions) coverage.

Invitation to Bid: A formal solicitation for which public notice of the Invitation to Bid is given not less than ten days prior to the date scheduled for opening bids. Public notice may be in the form of a legal advertisement in a publication of general circulation within the community, or posting the notice on a bulletin board on City property with public access or posting the notice on the city's web site. Invitations to Bid are most commonly used when the City has a good understanding and comprehensive specifications for the item(s) the City is going to procure. The City will award Invitations to Bid to the lowest, most responsible and responsive bidder without further negotiation.

Payment Bond: A surety bond guarantee from a successful contractor awarded a contract by the City which assures the contractor will promptly pay all persons, companies or firms supplying labor, materials or supplies to the contractor used directly or indirectly in the performance of the contract. If the contractor defaults on payment to the subcontractors or suppliers the subcontractors have access to the bond for payment.

Performance Bond: A surety bond guarantee from a successful contractor awarded a contract by the City which assures the contractor will perform the contract in the time and manner prescribed in the contract. Should the contractor default on the contract, the City has access to the bond to finish the project.

Pre-Bid/Proposal Conference: A formal meeting, held before a bid/proposal opening, in which City staff has the opportunity to explain the terms, conditions, specifications or scope of work included in an Invitation to Bid, Request for Proposal or Request for Expressions of Interest. A pre-bid conference may be “mandatory” which means that the City will accept offers only from those firms who are represented at the meeting; or optional in which the bidding or proposing firm need not be present or represented to submit an offer.

Professional service: A service provided by a person, firm or partnership in a recognized professional field including services that are artistic, advertising, planning, engineering, architectural, surveying, landscape architectural, legal, medical, health, auditing, appraisal, insurance, financial, banking, scientific, information technology and educational service, and any service provided by a governmental agency or a not-for-profit entity, and any other service commonly provided by lawyers, physicians, medical professionals, engineers, architects, surveyors, landscape architects, financial advisors, investment advisors, information technology professionals, accountants, planners, scientists and environmental experts.

Purchase Order: A contract between the city and the successful respondent to a City solicitation. The City has made an offer to buy particular supplies, services or equipment, and the contractor has accepted the City’s offer. The purchase order formalizes the City’s offer and the vendor’s acceptance and describes the product, the payment amount and the budget account line from which an invoice shall be paid. If the purchase order is based on a solicitation, the terms and conditions of the solicitation are referenced in the body of the purchase order. The purchase order encumbers budgeted funds for the product until final payment is made.

Request for Proposals (RFP): An RFP is a formal solicitation for which public notice of the Request for Proposals is given not less than ten days prior to the date scheduled for opening the proposals. Usually an RFP will be advertised a minimum of 28 days prior to the opening date. Public notice may be in the form of a legal advertisement in a publication of general circulation within the community, or posting the notice on a bulletin board on City property with public access or posting the notice on the city’s web site. Requests for Proposals are most commonly used when the City is not as certain of the specifications for the goods and/or services described in the RFP. With a Request for Proposal, the City requests vendors to review the City’s need as described in the RFP and “propose” a solution. Recommendation for award of an RFP is determined by using weighted “selection criteria” of which one may be price. Therefore, price may be a factor in the award of an RFP, but not necessarily the determining factor. The terms, conditions and pricing may be negotiated with the proposer(s) after the proposals are opened and before a contract is awarded and executed.

Request for Expressions of Interest (also known as a Request for Qualifications): A formal solicitation for professional services as defined in Florida State Statute (engineering, architecture, survey/mapping, landscape architecture) accomplished in accordance with Florida State Statute 287.055, the Consultant's Competitive Negotiation Act (CCNA).

Requisition: The City document in which a Department or Division defines its need for particular services, supplies or equipment. A requisition, upon completion of normal procurement procedure, will be converted into a purchase order. Requisitions must clearly describe exactly that which is being requested in a manner that is understandable by vendors and staff alike. A requisition must include the account line from which funds will be paid and the signature (or electronic approval) of a departmental official authorized to approve expenditure of budgeted funds.

Responsive Bidder/Proposer: A respondent to a city solicitation who meets all of the material requirements of the solicitation (i.e. the products offered meet or exceed the minimum requirements as described in the specifications, respondent signs the bid form, respondent submits a bid bond if necessary, etc.)

Responsible Bidder/Proposer: A respondent to a city solicitation who demonstrates the ability, reputation, prior experience and financial resources to provide the product or service offered in the response on time and within the bid/proposed price.

Scope of Work (also known as Scope of Service): Section of a contract or solicitation that precisely defines the service, product or equipment solicited or purchased.

Single Source Procurement: Single source procurements are authorized without use of the competitive process by city policy when there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the city; the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. The vendor and using department shall document the facts of single source procurements substantially in the same manner as documenting sole source procurements.

Single source and sole procurements are rare. Uses of single source and sole source procurements are discouraged and must be documented. By definition, single source and sole source procurements negate competition and leave the city exposed to proprietary pricing.

Sole Source Procurement: Sole source procurements are authorized without use of the competitive process by city policy when there is only one supplier for a particular product, service or piece of equipment. Documentation of sole source procurement consists of a letter from the supplier on company letterhead stating they are the only vendor capable of supplying the product or service and a memorandum from the using department stating why this product or service is the only one that will meet the operational needs of the department. See sections XII and XIII for details.

Solicitation for proposals: A solicitation by the city for the submission of proposals to provide goods to the city.

Specifications: Written description of supplies, equipment, services or construction sufficiently detailed and described to give all prospective bidders adequate information to submit an informed bid.

Terms & Conditions: Clauses in a solicitation or contract that accurately define the rights and obligations of both the bidder/contractor and the city.

Vendor: An individual, company, corporation or firm who has the desire, resources, products and/or services to do business with the City of Stuart.

Appendix C – Purchasing Card Policies & Procedures



CITY OF STUART PURCHASING CARD POLICIES AND PROCEDURES

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SECTION I – INTRODUCTION

Purpose

The purpose of the Purchasing Card (P-Card) Program is to give departments an efficient, cost-effective alternative to make purchases below \$5,000. The P-Card benefits the city, its suppliers and departments. The city saves time and money on these purchases which are less than \$5,000 by consolidating paperwork. Suppliers receive payment quickly and departments receive supplies without unnecessary delay.

As a city employee, you are being entrusted and empowered to make purchases on behalf of your department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions that are in the best interest of the city and to always comply with the policies and procedures set forth in the Program Guide.

Overview

The P-Card is a VISA credit card established as a more efficient method of purchasing and paying for small dollar transactions. The card is used to procure low-dollar, non-inventory, non-contract goods and services that are business-related purchases. These efficiencies will allow cardholders to be more effective and focus on the value-added aspects of their jobs. The P-Card program is consistent with and implemented as part of the city's procurement strategy. The use of P-Cards:

- Streamlines the procurement process.
- Increases user satisfaction.
- Allows the user to receive goods in a timely fashion
- Improves delivery times.

The Purchasing Card Program Guide provide guidelines under which you are to utilize your P-Card. Please read it carefully. Your signature on the Cardholder Agreement Form indicates that you understand the intent of the program and agree, and are responsible for, adherence to the guidelines established for the program. The program is not to circumvent procurement guidelines or procedures. To maintain the integrity of the program, the Program Administrator shall cancel credit cards that are not used in compliance with established guidelines. In addition, misuse of the P-Card may result in disciplinary action.

Remember that you are spending taxpayer funds each time you use the P-Card. This is a responsibility that cannot be taken lightly. You must treat this program with the same sense of responsibility and security that you would use with your own personal credit cards. Each Purchasing Card is issued to a named individual and the City of Stuart is clearly shown on the card as the Governmental buyer of goods and services.

Every effort has been made to provide guidelines to cover most common circumstances. All City Purchasing Card users are reminded to consider Federal, State and Local regulations when

using the City Purchasing Card. City Departments may establish additional controls with the approval of the Financial Services Department.

Unauthorized, prohibited, or improper use of the P-Card may result in disciplinary action, up to and including termination of employment. In addition, consequences may include suspension and/or cancellation of the card and criminal prosecution, depending upon the severity and consequence of the misuse.

Who to Contact

<u>Role</u>	<u>Name</u>	<u>Contact</u>
<u>Program Administrator</u>		<u>cityaccountspayable@ci.stuart.fl.us</u>

Roles & Responsibilities

Program Administrator

The Financial Services Department is responsible for the administration of the P-Card Program and assigns a Program Administrator to:

- Coordinate, monitor and oversee the P-Card program, ensuring that key controls are in place and operating as designed.
- Coordinate and maintain internal controls.
- Maintain the cardholder database.
- Train new cardholders.
- Coordinate the issuance of new and replacement cards and collect canceled cards.
- Distribute the P-Card Program Guide to all cardholders and department representatives.
- Maintain files of executed Cardholder Agreements.
- Answer questions and solve problems pertaining to the program.
- Assists in resolving issues that arise regarding transactions or P-Card program requirements.
- Establish and maintain cardholder profiles.
- Receive approved monthly statements from cardholders.
- Receive consolidated statement from Purchasing Card issuer.
- Notify department when approved monthly statements are not received.
- Process accounting data into our financial software.
- Pay monthly charges from consolidated statement.
- File and store statements.
- Conduct periodic operational and compliance audits.
- Participate in resolving billing disputes.
- Participate in ongoing program reviews.
- Establish and monitor benchmarking objectives.

Department Director

- Request Purchasing Cards for designated employees.
- Set Purchasing Card spending limits within established guidelines.
- Collect cards from cardholders who end employment.
- Evaluate the need to cancel or reissue cards when employees transfer.
- Notify the Financial Services Department of terminated cards.
- Appoint a Department Purchasing Card Representative.

Department Purchasing Card Representative

- Review monthly statement with cardholder.
- Obtain supervisor approval on monthly statement authorizing transactions.
- Verify the appropriateness of cost center codes.
- Handle disputed items not resolved by cardholder.
- Ensure that an itemized receipt is attached for each transaction and is an appropriate business purchase.
- Ensure the statement is signed by the cardholder.
- Ensure that monthly statements are signed by the cardholder's immediate supervisor certifying that they have been reviewed.
- Forward statements with coded original receipts to Program Administrator.
- Purchasing Card Representatives may not serve as their own Purchasing Card Representative, nor may any Purchasing Card Representative serve as the Purchasing Card Representative for their supervisors.
- The department director must approve all charges made by the department's designated Purchasing Card Representative and the Purchasing Card Representative's supervisors.
- Any charges which have sales tax added must be credited back to the Pcard and processed again without sales tax.

Cardholder

- Read and abide by the policies and procedures found in the Purchasing Card Program Guide. By signing the Cardholder Agreement form, you understand that you are accountable for activity on the card.
- Keep your P-Card number confidential and your card in an accessible, but secure location. You are the only person authorized to use the card so the location should only be accessible to you. Lending or sharing your card or card number is prohibited. Do not leave your card in a place that is accessible to others.
- Exercise caution when giving out account information to make purchases.
- Always try to obtain the best possible value for the city when using the P-Card.
- Follow the guidelines and do not split a transaction to circumvent your spending limit. For example, do not purchase products or services greater than the \$5,000 or authorized single transaction limit and separate the payment into two or more transactions.
- Review charges at the point of sale before signing.
- Ensure that sales tax is not charged when making purchases. The City's tax exempt number is printed on the face of your P-Card. A hard copy of the certificate can be downloaded from Procurement's intranet site.

- Obtain and keep receipts and maintain detailed records for each card transaction. Receipts are critical to the success and integrity of the P-Card Program. Maintaining a log of purchases is advisable as the most efficient means of keeping track of purchases.
- Review monthly statements for accuracy.
- Attach original, itemized receipts and supporting documentation to the statement with proper expense account information noted on each receipt
- Sign the statement verifying review of charges.
- Receive and inspect all ordered goods or services, report discrepancies to merchant and Financial Services.
- For purchases made via telephone, internet or other method, cardholder must document the purchase by signature on vendor acknowledgement noting items purchased, vendor, date of purchase and amount.
- All point of sale receipts must include a description of the product purchased. All efforts must be made to secure a detailed invoice for non-Point of Sale transactions.
- Review monthly statements for validity of all transactions.
- Assure that all purchases and credits are itemized and identified.
- Review annually all subscriptions or annual renewals of services such as “cloud” products, for validity and continued charges.
- Identify and handle disputed charges.
- Review monthly charges with Purchasing Card Representative.
- Verify that funds are available in the proper account to pay for the purchase.
- There are to be no purchases made for personal items or services under any circumstances.
- _____

How the Card Works

The P-Card is a special VISA credit card. It works similarly to your personal credit cards, except that the charges are billed directly to the city and are paid by the Financial Services Department. Any supplier or merchant that accepts Visa can accept the P-Card. The P-Card will have the cardholder's name and “City of Stuart” printed on the front. The phrase "tax exempt" and the city's tax exemption number will also be printed on the card.

Cardholders may not split single transactions in excess of \$5,000 or their individual transaction limit. The transaction and monthly spending limits may be changed permanently or temporarily upon request from a department director or designee to the Program Administrator.

Each time you use your card, an electronic process verifies that your purchase is within these predetermined limits. If your purchase violates these limits, the supplier will not accept your order. Each cardholder and department representative will be responsible for reviewing monthly statements.

The Purchasing Card system simplifies the procurement/disbursement process. Procurement responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

Each card has specific spending limits as follows:

1. Single item purchase limit as set by the Department Director or Financial Services Director.
2. Monthly spending limit (This will be equal to double the credit line to allow for timing of payments posted against the account, but not affect single-purchase limits, or other restrictions on the card).
3. Daily spending limit.
4. Approved Merchant Category Codes.

There are three standard card levels issued as follows:

1. Level 1 – a \$500 single-purchase limit and would be issued to those employees making regular small purchases; Department Directors can establish additional controls as needed.
2. Level 2 - a \$5,000 single-purchase limit and would be issued to management level positions, including but not limited to Department Directors.
3. Level 3 - Single-purchase limits above \$5,000 for those positions specifically identified; the City Manager, the Financial Services Director, the Information Services Director and those designated by the City Manager or Financial Services Director.

SECTION II - POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

1. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

The Purchasing Card has the employee's name, the City name, and the expiration date embossed on the face of the card. The City's Florida sales tax exemption number status is preprinted on the Purchasing Card. The Purchasing Card issuing company will not have individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., of the Cardholder are maintained by the issuing company.

When the Financial Services Department receives a Purchasing Card from the issuing card company, the Cardholder will be required to personally attend and complete Purchasing Card training, take receipt of the card and sign a certification/receipt form. The Cardholder will be given a copy of the Purchasing Card Policies and Procedures guide and an oral review of the program. The Financial Services Department will activate each Card after the Cardholder has attended the training and received their card. The Cardholder will receive their card at the end of the training session and is responsible for the activation.

2. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

If a Purchasing Card is lost, stolen, or misplaced, or if the Cardholder thinks that the number has been used without his or her authorization, the Cardholder must immediately notify the Purchasing Card Company and the Finance Department of the loss.

24-hour Lost Card Hotline: 1-888-449-2273.

The Cardholder shall report all information necessary and complete all forms required to reduce the liability to the City for a lost or stolen card or card number, and shall work with any law enforcement agency in prosecuting theft.

3. TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his/her employment or is transferred to another department, the department Director shall collect the Purchasing Card, destroy it (cut it in half), and submit the pieces of the card to the Financial Services Department.

If the department Director is unable to collect the Purchasing Card when an employee leaves, he/she shall immediately notify the Financial Services Department by telephone followed by a memo. The Financial Services Department will ensure that the card is canceled.

Cardholder use of Purchasing Card

1. CARDHOLDER USE ONLY

The Purchasing Card shall only be used by the employee whose name is embossed on the card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.

Upon receipt of the Purchasing Card, the cardholder should NOT sign the back of the card, but, should write in indelible ink one of the following:

SEE PHOTO ID, or SEE CITY ID, or SEE DRIVERS LICENSE

2. CITY PURCHASES ONLY

The Purchasing Card is to be used for City authorized purchases only. The Purchasing Card shall not be used for any personal use and any such use will require immediate reimbursement and may result in disciplinary action up to and including termination.

3. SPENDING LIMITS

- a. The department Director approving the assignment of a Purchasing Card will set two limits for each cardholder: single item purchase limit and 30-day limit.
- b. Requests for spending limit changes shall be initiated by email to the Program Administrator by the Department Director.
- c. A purchase may be made of multiple items, but any single item cannot exceed \$5,000 or the Cardholder's limit if less than \$5,000. Purchases over \$5,000 must be made by Purchase Order under the City Purchasing Policies and Procedures. Charges for purchases shall not be split to stay within the single purchase limit. The deliberate attempt to split orders, where the purpose is keeping the total cost of each order below bid or quote limits; separating a requirement that exceeds a single purchase limit or threshold into two or more buys with the express intent of circumventing purchasing dollar thresholds; and failure to combine orders when practical for the interest of economy, is an evasion Procurement Policy. Splitting charges will be considered abuse of the Purchasing Card program and subject cardholder to disciplinary action.

4. OTHER CONDITIONS

- a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.

- b. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.
- c. The billing cycle for the Purchasing Card is from the 1st day of the month to the last day of the month. All items purchased by telephone must be delivered by the vendor within the billing cycle. The order should not be placed without this assurance.

5. PROHIBITED USES OF PURCHASING CARDS

- a. The following types of items and uses shall not be permitted with a Purchasing Card, regardless of the dollar amount.
 - Cash advances;
 - Fronting of purchases to be reimbursed later or use to reserve services
 - Tobacco products;
 - Alcohol or drugs.
- b. The following types of items shall only be purchased with a Purchasing Card with the prior approval of the Department Director and the Financial Services Department, regardless of the dollar amount.
 - Professional or Contracted Services;
 - Uniform rental, Recreation or Entertainment;
 - Tuition for employees (this does not include registrations for seminars or training classes which are allowed);
 - Any additional goods or services specifically restricted by the department;
 - Travel expenses such as hotels, automobile rental, and airline tickets.
- c. **Food purchases are not authorized** using the Purchasing Card with the following exceptions. Prior approval by the Department Director and the Financial Services Department is required.
 - Food provided for elected officials and city staff at official meetings scheduled during generally accepted meal times. All food purchases for official meetings must be pre-approved by the City Manager;
 - Food for the regularly scheduled Safety Committee meetings;
 - Meals that are part of employee recognition awards;
 - Food for volunteers working on behalf of the City of Stuart;
 - Food for VIPs visiting the City of Stuart government on official business;
 - Food purchased during a declared emergency;
 - Food that has been approved in the annual budget process;
 - Food purchased while attending conferences and/or approved out-of-city training sessions. It is highly recommended that “per diem” (allowance for food while away) be applied for and received prior to the initiation of the trip; and these funds be used for food purchases. The recommendation is that the Purchasing Card not be used for food while on approved out-of-city conferences or training sessions. Should the Purchasing Card be used for

these purposes, the amount charged to the card is restricted to per diem limits as mandated in the City of Stuart Employee Manual.

Procedures for Making and Paying for Purchases

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

- a. When an over-the-counter purchase is made, the Cardholder must obtain and sign the customer's copy of the charge slip.
- b. The original charge slip and, if applicable, the sales receipt showing the description of items purchased, vendor, date and amount of purchase will be submitted with the Monthly Statement to Financial Services, Accounts Payable, at the end of the transaction period either by the Cardholder or by the Department Purchasing Card Representative. The Department should retain copies of the charge slips for end of month reconciliation.

2. NON-FACE TO FACE TRANSACTIONS (INTERNET AND TELEPHONE ORDERS)

When placing a telephone order, the Cardholder must confirm that the vendor will charge the Purchasing Card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. This is also a requirement of the vendor's contract with VISA.

But with the proliferation of online purchases, no new vendor/merchant may be used for the same product as previously used, unless there is at least 25% savings over the previous provider's pricing.

3. SALES AND USE TAXES

The City is exempt from paying any State of Florida (and generally all other States) sales and/or use tax, even if the purchase is made with the Purchasing Card. The City of Stuart's tax exemption status is printed on the face of the Purchasing Card. Many times this process is made easier if the cardholder has a copy of the City's tax exempt certificate. A copy of the certificate is provided upon card issuance. The Financial Services Department will provide a copy of the certificate upon request. The Cardholder should make the vendor aware of the City's tax-exempt status prior to processing the sale. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. The Cardholder will be given two billing cycles to resolve any sales tax credits; any sales tax charges remaining will be deducted from the Cardholder's next payroll wages. If any cardholder has a problem with any merchant about sales or any other tax, please contact the Financial Services Department.

4. MISSING DOCUMENTATION

If for some reason the Cardholder does not have documentation of the transaction to send with the statement to his/her Purchasing Card Representative, he/she must attach a description of the purchase along with a signed certification that the purchase was made in accordance with the City's Policies and Procedures and that the purchase was required for City operations. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the City for the undocumented expense. Continued incidents of missing documentation will result in the cancellation of the employee's Purchasing Card.

5. PAYMENT AND INVOICE PROCEDURES

- a. Accounts Payable will send account statements to all cardholders as quickly as practicable. Immediate statement reconciliation is required in order to meet the terms and conditions of the City's contractual obligations to the Purchasing Card Company. All reconciled statements shall be forwarded to the Accounts Payable Section of Financial Services within three working days after receipt.
- b. The Purchasing Card Company will mail one consolidated statement for all Cardholders to the Financial Services Department. This Statement of Account will list all transactions processed during the previous billing cycle (usually 30 days.) If no purchases were made on the Purchasing Card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during that cycle.
- c. The Cardholder must review the statement and note any errors or disputes. Expense Account numbers for each item should be written on the original invoice/receipts to be attached to the statement. The statement will then be reviewed and signed by the cardholder. By signing the statement, the cardholder is certifying that all charges are appropriate and authorized and that all charges are confirmed by attached receipts. The statement will then be reviewed and signed by the Department Purchasing Card Representative or appropriate second reviewer. Once the department representative has reviewed and signed all statements for which they are responsible, the statements are forwarded to the Accounts Payable Section of Financial Services. Invoices/receipts for all items listed on the statement should be attached.
- d. NOTE: The statement may say that no balance is due. This means that the Cardholder does not submit a payment, the payment is due from the Financial Services Department. Always submit the Cardholder statement following the procedures above.
- e. The Financial Services Department will ensure that the Purchasing Card charges are paid on time and that the consolidated statement received is reconciled against the individual cardholder statements forwarded from the department. Department Directors will be notified when individual statements are not received in the allotted time. Continued failure to meet the three workday deadlines may result in the

revocation of Purchasing Cards at the discretion of the Director of Financial Services or the City Manager.

- f. If the statement is not received in the Financial Services Department within the three days, then Financial Services will pay the statement and charge any transactions to the card's default account number. A late transaction processing charge may be added to late submittals.

6. DISPUTES

- a. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the invoice and charge billing, then the transaction must be disputed.
- b. A disputed item must be explained with a note on the Cardholder's Statement of Account before the statement is forwarded to the Accounts Payable section for payment.
- c. It is essential that the time frames and documentation requirements established by the Purchasing Card issuer be followed to protect the cardholder's rights in dispute.

7. DISPUTE PROCEDURES

- a. A dispute occurs when a Cardholder questions a transaction that has been charged to his/her account and the cardholder is unable to resolve the discrepancy with the vendor. Only after this positive action by the cardholder does a transaction become a dispute. The following steps must be taken to ensure prompt settlement:
- b. The Cardholder contacts Bank of America by telephone at 1-888-449-2273 concerning the transaction and supplies the necessary information to begin the resolution process. Bank of America will send a Dispute Form to the cardholder either by facsimile transmission or by U.S. Mail.
- c. The Cardholder follows the procedures as established by Bank of America.

8. REVIEW OF PURCHASES BY DEPARTMENT

- a. Because of their knowledge of the job responsibilities and requirements, Department Purchasing Card Representatives are required to review each Purchasing Card expenditure (item purchased, amount, and vendor) to ensure the goods or services were necessary, and for official use. The Department's Purchasing Card

Representative must certify in writing all of the purchases on statements submitted to the Financial Services Department by the card representative.

- b. When purchases are questioned, the Department Director or the designated Department Purchasing Card Representative will be responsible for resolving the issue with the Cardholder. If the Department Director is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) were returned for credit; or a personal check [or cash] made payable to City of Stuart for the full amount of the purchase plus applicable sales tax. Checks must be sent to the Financial Services Department within one week with a written explanation of why the violation occurred and the action taken to prevent reoccurrence.
- c. The designated Department Purchasing Card Representative shall not review or approve charges to his/her own Purchasing Card nor those of the Purchasing Card Representative's supervisor. The department Director must approve all charges made by a designated Purchasing Card Representative and his/her supervisor.

Controls and Audits

P-Card transactions are monitored and audited. The P-Card program uses internal management controls, as well as features and reports from the bank's automated system to manage and audit the process to ensure that procedures are followed. Your use of the P-Card is subject to a continuing audit process. Any violation of policy and/or procedures governing the use of the P-Card shall be justification for the suspension or revocation of the employee's privilege to use the P-Card and can result in disciplinary action.

Methods utilized to control card usage are:

- Maximum dollar amount on a single transaction
- Total spend per month
- Maximum number of transactions per day
- Type of purchase

Cardholders will be periodically audited for compliance with P-Card policies and procedures. The following non-compliant situations may result in cancellation of a P-Card:

- Inadequate documentation to support purchases.
- Inappropriate purchases.
- Monthly statements that have not been reconciled and signed by the cardholder.
- Sharing cards with other employees.
- Violations of P-Card policies.

Cardholders may be subject to disciplinary action, including termination, for the following non-compliant situations:

- Personal use of the card.
- Not reporting a lost or stolen card.
- Other excessive violations of P-Card policies.



CITY OF STUART PURCHASING CARD POLICIES AND PROCEDURES

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SECTION I – INTRODUCTION

Purpose

The purpose of the Purchasing Card (P-Card) Program is to give departments an efficient, cost-effective alternative to make purchases below \$5,000. The P-Card benefits the city, its suppliers and departments. The city saves time and money on these purchases which are less than \$5,000 by consolidating paperwork. Suppliers receive payment quickly and departments receive supplies without unnecessary delay.

As a city employee, you are being entrusted and empowered to make purchases on behalf of your department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions that are in the best interest of the city and to always comply with the policies and procedures set forth in the Program Guide.

Overview

The P-Card is a VISA credit card established as a more efficient, ~~cost-effective~~ method of purchasing and paying for small dollar transactions. The card is used to procure low-dollar, non-inventory, non-contract goods and services that are business-related purchases. These efficiencies will allow cardholders to be more effective and focus on the value-added aspects of their jobs. The P-Card program is consistent ~~with, and~~ with and implemented as part of the city's procurement strategy. The use of P-Cards:

- Streamlines the procurement process.
- Increases user satisfaction.
- ~~Reduces transaction cost.~~ Allows the user to receive goods in a timely fashion
- Improves delivery times.

The Purchasing Card Program Guide provide guidelines under which you are to utilize your P-Card. Please read it carefully. Your signature on the Cardholder Agreement Form indicates that you understand the intent of the program and agree, and are responsible for, adherence to the guidelines established for the program. The program is not to circumvent procurement guidelines or procedures. To maintain the integrity of the program, the Program Administrator shall cancel credit cards that are not used in compliance with established guidelines. In addition, misuse of the P-Card may result in disciplinary action.

Remember that you are spending taxpayer funds each time you use the P-Card. This is a responsibility that cannot be taken lightly. You must treat this program with the same sense of responsibility and security that you would use with your own personal credit cards. Each Purchasing Card is issued to a named individual and the City of Stuart is clearly shown on the card as the Governmental buyer of goods and services.

Every effort has been made to provide guidelines to cover most common circumstances. All City Purchasing Card users are reminded to consider Federal, State and Local regulations when using the City Purchasing Card. City Departments may establish additional controls with the approval of the Financial Services Department.

Unauthorized, ~~prohibited~~ **prohibited**, or improper use of the P-Card may result in disciplinary action, up to and including termination of employment. In addition, consequences may include suspension and/or cancellation of the card and criminal prosecution, depending upon the severity and consequence of the misuse.

Who to Contact

Role	Name	Contact
Program Administrator		cityaccountspayable@ci.stuart.fl.us

Roles & Responsibilities

Program Administrator

The Financial Services Department is responsible for the administration of the P-Card Program and assigns a Program Administrator to:

- Coordinate, monitor and oversee the P-Card program, ensuring that key controls are in place and operating as designed.
- Coordinate and maintain internal controls.
- Maintain the cardholder database.
- Train new cardholders.
- Coordinate the issuance of new and replacement cards and collect canceled cards.
- Distribute the P-Card Program Guide to all cardholders and department representatives.
- Maintain files of executed Cardholder Agreements.
- Answer questions and solve problems pertaining to the program.
- Assists in resolving issues that arise regarding transactions or P-Card program requirements.
- Establish and maintain cardholder profiles.
- Receive approved monthly statements from cardholders.
- Receive consolidated statement from Purchasing Card issuer.
- Notify department when approved monthly statements are not received.
- Process accounting data into our financial software.
- Pay monthly charges from consolidated statement.
- File and store statements.
- Conduct periodic operational and compliance audits.
- Participate in resolving billing disputes.
- ~~Target new cardholders and expand use of Purchasing Card.~~
- Participate in ongoing program reviews.
- ~~Pursue supplier discount opportunities.~~
- ~~Evaluate Purchasing Card feedback from suppliers.~~
- Establish and monitor benchmarking objectives.

Department Director

- Request Purchasing Cards for designated employees.
- Set Purchasing Card spending limits within established guidelines.

- Collect cards from cardholders who end employment.
- Evaluate the need to cancel or reissue cards when employees transfer.
- Notify the Financial Services Department of terminated cards.
- Appoint a Department Purchasing Card Representative.

Department Purchasing Card Representative

- Review monthly statement with cardholder.
- Obtain supervisor approval on monthly statement authorizing transactions.
- Verify the appropriateness of cost center codes.
- Handle disputed items not resolved by cardholder.
- Ensure that an itemized receipt is attached for each transaction and is an appropriate business purchase.
- Ensure the statement is signed by the cardholder.
- Ensure that monthly statements are signed by the cardholder's immediate supervisor certifying that they have been reviewed.
- Forward statements with coded original receipts to Program Administrator.
- Purchasing Card Representatives may not serve as their own Purchasing Card Representative, nor may any Purchasing Card Representative serve as the Purchasing Card Representative for their supervisors.
- The department director must approve all charges made by the department's designated Purchasing Card Representative and the Purchasing Card Representative's supervisors.
- Any charges which have sales tax added must be credited back to the Pcard and processed again without sales tax.
- —

Cardholder

- Read and abide by the policies and procedures found in the Purchasing Card Program Guide. By signing the Cardholder Agreement form, you understand that you are accountable for activity on the card.
- Keep your P-Card number confidential and your card in an accessible, but secure location. You are the only person authorized to use the card so the location should only be accessible to you. Lending or sharing your card or card number is prohibited. Do not leave your card in a place that is accessible to others.
- Exercise caution when giving out account information to make purchases.
- Always try to obtain the best possible value for the city when using the P-Card.
- Follow the guidelines and do not split a transaction to circumvent your spending limit. For example, do not purchase products or services greater than the \$5,000 or authorized single transaction limit and separate the payment into two or more transactions.
- Review charges at the point of sale before signing.
- Ensure that sales tax is not charged when making purchases. The City's tax exempt number is printed on the face of your P-Card. A hard copy of the certificate can be downloaded from Procurement's intranet site.
- Obtain and keep receipts and maintain detailed records for each card transaction. Receipts are critical to the success and integrity of the P-Card Program. Maintaining a log of purchases is advisable as the most efficient means of keeping track of purchases.

- Review monthly statements for accuracy.
- Attach original, itemized receipts and supporting documentation to the statement with proper expense account information noted on each receipt
- Sign the statement verifying review of charges.
- Receive and inspect all ordered goods or services, report discrepancies to merchant and Financial Services.
- For purchases made via telephone, internet or other method, cardholder must document the purchase by signature on vendor acknowledgement noting items purchased, vendor, date of purchase and amount.
- All point of sale receipts must include a description of the product purchased. All efforts must be made to secure a detailed invoice for non-Point of Sale transactions.
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Cardholders may not split single transactions in excess of \$5,000 or their individual transaction limit. The transaction and monthly spending limits may be changed permanently or temporarily upon request from a department director or designee to the Program Administrator.

Each time you use your card, an electronic process verifies that your purchase is within these predetermined limits. If your purchase violates these limits, the supplier will not accept your order. Each cardholder and department representative will be responsible for reviewing monthly statements.

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When the Financial Services Department receives a Purchasing Card from the issuing card company, the Cardholder will be required to personally attend and complete Purchasing Card training, take receipt of the card and sign a certification/receipt form. The Cardholder will be given a copy of the Purchasing Card Policies and Procedures guide and an oral review of the program. The Financial Services Department will activate each Card after the Cardholder has attended the training and received their card. The Cardholder will receive their card at the end of the training session and is responsible for the activation.

2. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

If a Purchasing Card is lost, stolen, or misplaced, or if the Cardholder thinks that the number has been used without his or her authorization, the Cardholder must immediately notify the Purchasing Card Company and the Finance Department of the loss.

24-hour Lost Card Hotline: 1-888-449-2273.

The Cardholder shall report all information necessary and complete all forms required to reduce the liability to the City for a lost or stolen card or card number, and shall work with any law enforcement agency in prosecuting theft.

3. TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his/her employment or is transferred to another department, the department Director shall collect the Purchasing Card, destroy it (cut it in half), and submit the pieces of the card to the Financial Services Department.

If the department Director is unable to collect the Purchasing Card when an employee leaves, he/she shall immediately notify the Financial Services Department by telephone followed by a memo. The Financial Services Department will ensure that the card is canceled.

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The Purchasing Card shall only be used by the employee whose name is embossed on the card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.

Upon receipt of the Purchasing Card, the cardholder should NOT sign the back of the card, but, should write in indelible ink one of the following:

SEE PHOTO ID, or SEE CITY ID, or SEE DRIVERS LICENSE

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The Purchasing Card is to be used for City authorized purchases only. The Purchasing Card shall not be used for any personal use and any such use will require immediate reimbursement and may result in disciplinary action up to and including termination.

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- c. A purchase may be made of multiple items, but any single item cannot exceed \$5,000 or the Cardholder's limit if less than \$5,000. Purchases over \$5,000 must be made by Purchase Order under the City Purchasing Policies and Procedures. Charges for purchases shall not be split to stay within the single purchase limit. The deliberate attempt to split orders, where the purpose is keeping the total cost of each order below bid or quote limits; separating a requirement that exceeds a single purchase limit or threshold into two or more buys with the express intent of circumventing purchasing dollar thresholds; and failure to combine orders when practical for the interest of economy, is an evasion Procurement Policy. Splitting charges will be considered abuse of the Purchasing Card program and subject cardholder to disciplinary action.

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- a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
- b. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.

- c. The billing cycle for the Purchasing Card is from the 1st day of the month to the last day of the month. All items purchased by telephone must be delivered by the vendor within the billing cycle. The order should not be placed without this assurance.

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- a. The following types of items and uses shall not be permitted~~purchased~~ with a Purchasing Card, regardless of the dollar amount.
- Cash advances;
 - Fronting of purchases to be reimbursed later or use to reserve services
 - Tobacco products;
 - Alcohol or drugs.
- b. The following types of items shall only be purchased with a Purchasing Card with the prior approval of the Department Director and the Financial Services Department, regardless of the dollar amount.
- Professional or Contracted Services;
 - Uniform rental, Recreation or Entertainment;
 - Tuition for employees (this does not include registrations for seminars or training classes which are allowed);
 - Any additional goods or services specifically restricted by the department;
 - Travel expenses such as hotels, automobile rental, and airline tickets.
- c. **Food purchases are not authorized** using the Purchasing Card with the following exceptions. Prior approval by the Department Director and the Financial Services Department is required.
- Food provided for elected officials and city staff at official meetings scheduled during generally accepted meal times. All food purchases for official meetings must be pre-approved by the City Manager;
 - Food for the regularly scheduled Safety Committee meetings;
 - Meals that are part of employee recognition awards;
 - Food for volunteers working on behalf of the City of Stuart;
 - Food for VIPs visiting the City of Stuart government on official business;
 - Food purchased during a declared emergency;
 - Food that has been approved in the annual budget process;
 - Food purchased while attending conferences and/or approved out-of-city training sessions. It is highly recommended that “per diem” (allowance for food while away) be applied for and received prior to the initiation of the trip; and these funds be used for food purchases. The recommendation is that the Purchasing Card not be used for food while on approved out-of-city conferences or training sessions. Should the Purchasing Card be used for these purposes, the amount charged to the card is restricted to per diem limits as mandated in the City of Stuart Employee Manual.

Procedures for Making and Paying for Purchases

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

- a. When an over-the-counter purchase is made, the Cardholder must obtain and sign the customer's copy of the charge slip.
- b. The original charge slip and, if applicable, the sales receipt showing the description of items purchased, vendor, date and amount of purchase will be submitted with the Monthly Statement to Financial Services, Accounts Payable, at the end of the transaction period either by the Cardholder or by the Department Purchasing Card Representative. The Department should retain copies of the charge slips for end of month reconciliation.

2. NON-FACE TO FACE TRANSACTIONS (INTERNET AND TELEPHONE ORDERS)

When placing a telephone order, the Cardholder must confirm that the vendor will charge the Purchasing Card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. This is also a requirement of the vendor's contract with VISA. When making purchases from Internet merchants, the same vendor information must be obtained such as website, FEIN, Address, and ultimately W-9 form filings by these online merchants.

But with the proliferation of online purchases, no new vendor/merchant may be used for the same product as previously used, unless there is at least 25% savings over the previous provider's pricing.

3. SALES AND USE TAXES

The City is exempt from paying any State of Florida (and generally all other States) sales and/or use tax, even if the purchase is made with the Purchasing Card. The City of Stuart's tax exemption status is printed on the face of the Purchasing Card. Many times this process is made easier if the cardholder has a copy of the City's tax exempt certificate. A copy of the certificate is provided upon card issuance. The Financial Services Department will provide a copy of the certificate upon request. The Cardholder should make the vendor aware of the City's tax-exempt status prior to processing the sale. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. The Cardholder will be given two billing cycles to resolve any sales tax credits; any sales tax charges remaining will be deducted from the Cardholder's next payroll wages. If any cardholder has a problem with any merchant about sales or any other tax, please contact the Financial Services Department.

4. MISSING DOCUMENTATION

If for some reason the Cardholder does not have documentation of the transaction to send with the statement to his/her Purchasing Card Representative, he/she must attach a description of the purchase along with a signed certification that the purchase was made in accordance with the City's Policies and Procedures and that the purchase was required for City operations. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the City for the undocumented expense. Continued incidents of missing documentation will result in the cancellation of the employee's Purchasing Card.

5. PAYMENT AND INVOICE PROCEDURES

- a. Accounts Payable will send account statements to all cardholders as quickly as practicable. Immediate statement reconciliation is required in order to meet the terms and conditions of the City's contractual obligations to the Purchasing Card Company. All reconciled statements shall be forwarded to the Accounts Payable Section of Financial Services within three working days after receipt.
- b. The Purchasing Card Company will mail one consolidated statement for all Cardholders to the Financial Services Department. This Statement of Account will list all transactions processed during the previous billing cycle (usually 30 days.) If no purchases were made on the Purchasing Card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during that cycle.
- c. The Cardholder must review the statement and note any errors or disputes. Expense Account numbers for each item should be written on the original invoice/receipts to be attached to the statement. The statement will then be reviewed and signed by the cardholder. By signing the statement, the cardholder is certifying that all charges are appropriate and authorized and that all charges are confirmed by attached receipts. The statement will then be reviewed and signed by the Department Purchasing Card Representative or appropriate second reviewer. Once the department representative has reviewed and signed all statements for which they are responsible, the statements are forwarded to the Accounts Payable Section of Financial Services. Invoices/receipts for all items listed on the statement should be attached.
- d. NOTE: The statement may say that no balance is due. This means that the Cardholder does not submit a payment, the payment is due from the Financial Services Department. Always submit the Cardholder statement following the procedures above.
- e. The Financial Services Department will ensure that the Purchasing Card charges are paid on time and that the consolidated statement received is reconciled against the individual cardholder statements forwarded from the department. Department Directors will be notified when individual statements are not received in the allotted time. Continued failure to meet the three workday deadlines may result in the revocation of Purchasing Cards at the discretion of the Director of Financial Services or the City Manager.
- f. If the statement is not received in the Financial Services Department within the three days, then Financial Services will pay the statement and charge any transactions to the card's default account number. A late transaction processing charge may be added to late submittals.

6. DISPUTES

- a. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a

Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the invoice and charge billing, then the transaction must be disputed.

- b. A disputed item must be explained with a note on the Cardholder's Statement of Account before the statement is forwarded to the Accounts Payable section for payment.
- c. It is essential that the time frames and documentation requirements established by the Purchasing Card issuer be followed to protect the cardholder's rights in dispute.

7. DISPUTE PROCEDURES

- a. A dispute occurs when a Cardholder questions a transaction that has been charged to his/her account and the cardholder is unable to resolve the discrepancy with the vendor. Only after this positive action by the cardholder does a transaction become a dispute. The following steps must be taken to ensure prompt settlement:
 - b. The Cardholder contacts Bank of America by telephone at 1-888-449-2273 concerning the transaction and supplies the necessary information to begin the resolution process. Bank of America will send a Dispute Form to the cardholder either by facsimile transmission or by U.S. Mail.
 - c. The Cardholder follows the procedures as established by Bank of America.

8. REVIEW OF PURCHASES BY DEPARTMENT

- a. Because of their knowledge of the job responsibilities and requirements, Department Purchasing Card Representatives are required to review each Purchasing Card expenditure (item purchased, amount, and vendor) to ensure the goods or services were necessary, and for official use. The Department's Purchasing Card Representative must certify in writing all of the purchases on statements submitted to the Financial Services Department by the card representative.
- b. When purchases are questioned, the Department Director or the designated Department Purchasing Card Representative will be responsible for resolving the issue with the Cardholder. If the Department Director is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) were returned for credit; or a personal check [or cash] made payable to City of Stuart for the full amount of the purchase plus applicable sales tax. Checks must be sent to the Financial Services Department within one week with a written explanation of why the violation occurred and the action taken to prevent reoccurrence.
- c. The designated Department Purchasing Card Representative shall not review or approve charges to his/her own Purchasing Card nor those of the Purchasing Card

Representative's supervisor. The department Director must approve all charges made by a designated Purchasing Card Representative and his/her supervisor.

Controls and Audits

P-Card transactions are monitored and audited. The P-Card program uses internal management controls, as well as features and reports from the bank's automated system to manage and audit the process to ensure that procedures are followed. Your use of the P-Card is subject to a continuing audit process. Any violation of policy and/or procedures governing the use of the P-Card shall be justification for the suspension or revocation of the employee's privilege to use the P-Card and can result in disciplinary action.

Methods utilized to control card usage are:

- Maximum dollar amount on a single transaction
- Total spend per month
- Maximum number of transactions per day
- Type of purchase

Cardholders will be periodically audited for compliance with P-Card policies and procedures. The following non-compliant situations may result in cancellation of a P-Card:

- Inadequate documentation to support purchases.
- Inappropriate purchases.
- Monthly statements that have not been reconciled and signed by the cardholder.
- Sharing cards with other employees.
- Violations of P-Card policies.

Cardholders may be subject to disciplinary action, including termination, for the following non-compliant situations:

- Personal use of the card.
- Not reporting a lost or stolen card.
- Other excessive violations of P-Card policies.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Milton Leggett

Title of Item:

FLORIDA DEPARTMENT OF TRANSPORTATION GRANT FOR PURCHASE OF A NEW TRAM (RC)

RESOLUTION No. 107-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAM PURCHASE OF ONE VEHICLE AND RELATED EQUIPMENT PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Tram 3 has been out of service since May 2021. The city had the need to replace Tram 3 but not the funding to do so.

The Florida Department of Transportation had a grant opportunity for funding related to the purchase of a new vehicle and related equipment in which the city applied for and was successful in obtaining a grant.

This FDOT Grant Agreement allows for a 50% matching grant for Tram purchase of one vehicle and related equipment with a maximum grant amount of \$15,000.00 for a three (3) year term continuing through November 28, 2025.

Funding Source:

Funds were budgeted and remain available in the FY 22/23 Operating Budget.

Recommended Action:

Move approval of Resolution No. 107-2022

ATTACHMENTS:

1. R107-2022 Tram Purchase Agreement
2. R107-2022 Tram Purchase for Expansion PTGA 102022



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 107-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRAM PURCHASE OF ONE VEHICLE AND RELATED EQUIPMENT PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

*** * * * ***

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

WHEREAS, The Florida Department of Transportation has opportunities to apply for grant funding related to public transportation.

WHEREAS, Solicitations are issued annually from DOT (Department of Transportation) to district transit providers, transit agencies, and past recipients in good standing.

WHEREAS, The City of Stuart has previously received public transportation grant funding related to our Micro Transit system.

WHEREAS, The City of Stuart, Florida applied for and was awarded a 50% matching grant for the purchase of one new tram and related equipment.

Resolution No. 107-2022 Execute FDOT Tram Grant Purchase & Related Equipment

SECTION 1: The City Commission of the City of Stuart, Florida hereby authorizes the Mayor and City Clerk to execute a three (3) year grant agreement with the Florida Department of Transportation.

SECTION 2: This resolution shall take effect on adoption.

(The remainder of this page intentionally left blank)

Resolution No. 107-2022 Execute FDOT Tram Grant Purchase & Related Equipment

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YE S	NO	ABSENT	ABSTAI N

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088774
451495-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	596000433020
Contract Number:	Federal Award Date:			
CFDA Number: N/A	Agency SAM/UEI Number:	PB6TP1N2JTV7		
CFDA Title: N/A				
CSFA Number: 55.012				
CSFA Title: Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Stuart, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for purchase of one vehicle and related equipment for transit expansion, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through November 28, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****9. Project Cost:**

- a. The estimated total cost of the Project is \$30,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$15,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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GRANT AGREEMENT**

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Stuart

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Steven C. Braun, P.E.

Title: _____

Title: Director of Transportation Deveopment

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for the purchase of one vehicle and related equipment for transit expansion.

B. Project Location (limits, city, county, map): City of Stuart/Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): purchase of transit vehicle and related equipment.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451495-1-94-01	DPTO	088774	2023	751000	55.012	Public Transit Service Development Program	\$15,000.00
	LF		2023				\$15,000.00
Total Financial Assistance							\$30,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$15,000.00	\$15,000.00	\$0.00	\$30,000.00	50.00	50.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$15,000.00	\$15,000.00	\$0.00	\$30,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	11304:111-00
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$15,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/14/2022

Prepared by: Milton Leggett

Title of Item:

FLORIDA DEPARTMENT OF TRANSPORTATION TRAM EXPANSION GRANT (RC)

RESOLUTION No. 108-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE OPERATION OF TRANSIT SERVICE EXPANSION PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The city received a 50% matching Service Development grant to replace Tram 3 with our Micro Transit Team which has been out of services since May 2021. This replacement tram will allow for the city to expand its routes to cover areas within the city that are not currently being serviced by our existing trams.

The is a state discretionary grant. Solicitations are issued annually from DOT (Department of Transportation to district transit providers, transit agencies, and past recipients in good standing. Also, on the Catalog of State Financial Assistance website, you can search for grant opportunities. These grants are to provide assistance to non-state entities.

This FDOT Grant Agreement allows for a 50% matching grant for operating service transit expansion with a maximum grant amount of \$17,000.00 for a three (3) year term continuing through November 28, 2025.

Budget Amendment #02-2023 Modifies the FY23 Budget with grant amount from FDOT.

Funding Source:

001-33440-000 State Grant
001-55200-232 Operating Supplies

Recommended Action:

Move approval of Resolution No. 108-2022

ATTACHMENTS:

1. R108-2022 Tram Expansion Agreement
2. R108-2022 Tram Expansion Operating PTGA 102022



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 108-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A THREE (3) YEAR 50% MATCHING PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF THE OPERATION OF TRANSIT SERVICE EXPANSION PROVIDING FOR THE EFFECTIVE DATE AND OTHER PURPOSES.

*** * * * ***

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

WHEREAS, The Florida Department of Transportation has opportunities to apply for grant funding related to public transportation.

WHEREAS, Solicitations are issued annually from DOT (Department of Transportation) to district transit providers, transit agencies, and past recipients in good standing.

WHEREAS, The City of Stuart has previously received public transportation grant funding related to our Micro Transit system.

WHEREAS, The City of Stuart, Florida applied for and was awarded a 50% matching grant for operating service transit expansion.

SECTION 1: The City Commission of the City of Stuart, Florida hereby authorizes the Mayor and City Clerk to execute a three (3) year grant agreement with the Florida Department of Transportation.

SECTION 2: This resolution shall take effect on adoption.

(The remainder of this page intentionally left blank)

Resolution No. XX-2022 Tram Expansion Agreement

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YE S	NO	ABSENT	ABSTAI N

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**PUBLIC TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) 451494-1-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55042010429 Vendor Number: 596000433020
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:	PB6TP1N2JTV7	
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Stuart, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for operating transit service expansion, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☒ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through November 28, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$34,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$17,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Stuart

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Steven C. Braun, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for operating transit service expansion

B. Project Location (limits, city, county, map): City of Stuart/Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451494-1-84-01	DPTO	088774	2023	751000	55.012	Public Transit Service Development Program	\$17,000.00
	LF		2023				\$17,000.00
Total Financial Assistance							\$34,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$10,600	\$10,600	\$0	\$21,200
Fringe Benefits	\$2,400	\$2,400	\$0	\$4,800
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$4,000	\$4,000	\$0	\$8,000
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$17,000	\$17,000	\$0	\$34,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	00901:300-00
--	--------------

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$17,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Alaina Knofla

Title of Item:

AUTHORIZATION TO NEGOTIATE RFQL# 2022-400 PROFESSIONAL ENGINEERING SERVICES (RC)

RESOLUTION No. 110-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFQL #2022-400, PROFESSIONAL ENGINEERING SERVICES TO THE SIX MOST QUALIFIED FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In accordance with Florida State Statute Chapter 287.055, the Consultants Competitive Negotiation Act, the Request for Qualifications #2022-400 was advertised in the Palm Beach Post on September 6, 2022: Simultaneously released on-line ([OpenGov Procurement](#)) who notified 582 potential proposers and issued 40 RFQL packages. Twelve (12) proposals were received by the closing time and date of 2:30 pm, Wednesday October 5, 2022.

A four (4) member selection committee met on November 1, 2022, to discuss the and evaluate proposals based on the following criteria; Qualifications, Knowledge-Engineering Disciplines List, Operational Plan/Task Approach, Experience/References/Past Performance, Familiarity, Financial Assessment.

The selection committee evaluated the twelve submittals in detail. After discussion, rating and raking the firms, the following six firms were the most qualified ranked firms.

No.	Firm	City/State
1	CAPTEC Engineering Inc.	Stuart, Florida
2	Kimley-Horn and Associates, Inc.	West Palm Beach, Florida
3	Holtz Consulting Engineers, Inc.	Stuart, Florida
4	Bowman Consulting Group, LTD., Inc.	Stuart, Florida
5	Culpeper & Terpening, Inc.	Stuart, Florida
6	Giangrande Engineering & Planning	Stuart, Florida

Funding Source:

Various Departments

Recommended Action:

Adopt Resolution No. 110-2022

ATTACHMENTS:

1. R110-2022



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 110-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFQ# 2022-400, PROFESSIONAL ENGINEERING SERVICES TO THE SIX MOST QUALIFIED FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

WHEREAS the City entered into the competitive process with a Request for Qualifications in compliance with Florida Statute 287.055, Consultants Competitive Negotiation Act (CCNA), in order to solicit qualified consultants to submit proposals to provide Engineering Services to the City of Stuart on an as needed basis.

SECTION 1: The City Commission of the City of Stuart hereby authorizes the negotiation for Request for Qualifications #2022-400, Professional Engineering Services to the six (6) most qualified firms:

No.	Firm	City/State
1	CAPTEC Engineering Inc.	Stuart, Florida
2	Kimley-Horn and Associates, Inc.	West Palm Beach, Florida
3	Holtz Consulting Engineers, Inc.	Stuart, Florida
4	Bowman Consulting Group, LTD., Inc.	Stuart, Florida
5	Culpeper & Terpening, Inc.	Stuart, Florida
6	Giangrande Engineering & Planning	Stuart, Florida

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14th day of November 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Michael Mortell

Title of Item:

SECURE CODE ENFORCEMENT LEIN (RC)

RESOLUTION No. 115-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO TAKE STEPS NECESSARY TO SECURE CODE ENFORCEMENT LEIN AND FILE CLAIM TO SURPLUS PROCEEDS FROM TAX DEED SALE, IF ANY, WITH THE MARTIN COUNTY CLERK OF CIRCUIT COURT AND COMPTROLLER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City records code enforcement liens against properties that have failed to come into compliance with violation notices. In isolated circumstances, the property owner fails to pay the outstanding tax lien on the property which results in a tax lien sale. Following the tax sale, all liens on the property are extinguished and the Tax Collector disburses the proceeds from the auction to any liens that have been properly secured and filed claims to surplus proceeds. Very often the bidding exceeds the liens and any additional proceeds are then paid to the title owner of the property after paying the liens in full. In this instance, the City has already incurred the expenses in the 2009 calendar year. The purpose of the resolution is to authorize the City Attorney to take the steps necessary to ensure that there are sufficient proceeds to pay the City the amount owed and then to also file the proper paperwork. It is also very likely that the outstanding taxes will be paid before auction as this matter was previously raised in 2015 and it did not go forward because the tax lien was resolved before the auction.

Funding Source:

Not applicable.

Recommended Action:

Move approval of Resolution 115-2022

ATTACHMENTS:

1. R115-2022 Auth. for City Atty. to execute Claim to Surplus Proceeds
2. R115-2022 Claim to Surplus Proceeds of a Tax Deed Sale Form (Ex. A.)



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 115-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO TAKE STEPS NECESSARY TO SECURE CODE ENFORCEMENT LEIN AND FILE CLAIM TO SURPLUS PROCEEDS FROM TAX DEED SALE, IF ANY, WITH THE MARTIN COUNTY CLERK OF CIRCUIT COURT AND COMPTROLLER, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart received a Notice of Application for Tax Deed on or about September 24, 2022 from the Martin County Clerk of Circuit Court and Comptroller; and

WHEREAS, Mikon Financial Services and Ocean Bank, the holder(s) of the tax certificate, Certificate No.: 2020-428 has filed said certificate(s) for a tax deed; and

WHEREAS, the Martin County Clerk of Circuit Court and Comptroller has scheduled the certificate to be sold to the highest bidder at auction on November 16, 2022 at 10:00 AM; and

WHEREAS, the real property owned by A to Z Properties, Inc., Parcel ID No.: 08-38-41-000-000-00070-2 has approximately nine (9) City of Stuart code enforcement liens recorded against it; and

WHEREAS, the City Commission believes it is in the best interest of the City of Stuart for the City Attorney to preserve and protect the outstanding liens on the property; and

WHEREAS, the City Commission authorizes the City Attorney to execute and file the Claim to Surplus Proceeds of a Tax Deed Sale form upon completion of the auction of the property to the highest bidder and submit same to the Martin County Clerk of Circuit Court and Comptroller.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Commission authorizes the City Attorney to execute and file the Claim to Surplus Proceeds of a Tax Deed Sale form upon completion of the auction of the property to the highest bidder and submit same to the Martin County Clerk of Circuit Court and Comptroller.

SECTION 2: The subject Claim to Surplus Proceeds of a Tax Deed Sale is attached hereto as Exhibit A and incorporated herein.

SECTION 3: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14th day of November, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CLAIM TO SURPLUS PROCEEDS OF A TAX DEED SALE

Complete and return to: Martin County Clerk of Circuit Court and Comptroller
Attention: Tax Deeds
P.O. Box 9016
Stuart, FL 34995
Phone: 772-288-5554

Claimant's name * _____
Contact name if claimant is not an individual _____
Address** _____ City _____ State _____ Zip _____
Phone no. _____
Email address _____
Certificate # _____ Date of sale (if known) _____

- ☐ I am not making a claim and waive any claim I might have to the surplus funds on this tax deed sale.
☐ I claim surplus proceeds resulting from the above tax deed sale. I am a _____ Lienholder _____ Titleholder.

1. LIENHOLDER INFORMATION (Complete if claim is based on a lien against the sold property)

A. Type of Lien: _____ Mortgage; _____ Court Judgment; _____ Other-Describe in detail: _____

If your lien is recorded in the Martin County Official Records, list the following, if known:

Recording date _____; Instrument # _____; Book# _____ Page# _____

B. Original Amount of Lien \$ _____

C. Amount Remaining Due (include interest, if applicable \$ _____

2. TITLEHOLDER INFORMATION (Complete if claim is based on title held on sold property)

A. Nature of title: _____ Deed; _____ Court Judgment; _____ Other-describe in detail: _____

If your title is recorded in the Martin County Official Records, list the following, if known:

Recording date _____; Instrument # _____; Book# _____ Page# _____

B. Amount of surplus tax sale proceeds claimed \$ _____

C. Do you claim this property was your homestead at the time of sale? _____ Yes _____ No

3. I hereby swear that all of the above information is true and correct.

Date: _____ Signature: _____

Claimant

STATE OF _____ *INDIVIDUAL CLAIMANTS MUST PROVIDE A COPY OF THEIR GOVERNMENT
COUNTY _____ ISSUED PHOTO ID*

Sworn to or affirmed and signed before me on _____ by _____.

NOTARY PUBLIC or DEPUTY CLERK

_____ Personally known

[Print, type, or stamp commissioned name of notary]

_____ Produced identification; Type of identification produced _____

**This is where payment will be mailed.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Ben Hogarth

Title of Item:

RENEWAL OF FLAGLER CENTER LEASE WITH STUART MAIN STREET ASSOCIATION, INC. (RC)

RESOLUTION No. 106-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THIRTY-SIX (36) MONTH ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 121 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In July 2019, the City Commission unanimously approved a thirty-six (36) month lease with Stuart Main Street Association, Inc. for the Flagler Center facility, which commenced on January 1, 2020. The lease terms also provide two additional three-year renewals for a total lease of up to 9 years. This renewal would constitute the first of two, three-year renewals (36 months) and would commence on January 1, 2023 and continue through December 31, 2025.

Flagler Center has served as host for both public and private gatherings and special events for many years. In 2019, the City Commission identified Stuart Main Street as a 501(c) not-for-profit organization that would be best situated to manage the center and improve public access and the opportunity to use the facility and space. The 2019 lease terms and provisions would remain unchanged in this lease renewal.

Funding Source:

N/A

Recommended Action:

Motion Approval of Resolution 106-2022

ATTACHMENTS:

1. R106-2022 Authorizing a Renewal of Flagler Center lease with Stuart Main Street Association Inc
2. R106-2022 Copy of Resolution 61-2019 Lease Agreement for Flagler Center with Stuart Main Street



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 106-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THIRTY-SIX (36) MONTH ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 121 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 121 SW Flagler Avenue in the City of Stuart, more commonly known as the “Flagler Center,” first leased for office and venue space by Stuart Main Street Association, Inc. from the City beginning January 2020 (Resolution 61-2019); and

WHEREAS, the absolute triple net - unsubordinated lease with Stuart Main Street will expire on December 31, 2022 unless the first of two, three (3) year renewals is executed between the parties, which would commence January 1, 2023, subject to the same terms and provisions of the 2019 agreement; and

WHEREAS, the City Commission finds that it can provide public access to the Flagler Center facility more efficiently by permitting Stuart Main Street Association Inc., a quasi-governmental, non-for-profit agency to manage and operate the event programming for the facility.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF STUART, FLORIDA, THAT:

SECTION 1: The first renewal of a thirty-six (36) month lease agreement between the City of Stuart and Stuart Main Street Association, Inc. is hereby authorized to commence January 1, 2023 and expire December 31, 2025, subject to the terms and conditions of the Lease on file with the City Clerk first approved via Resolution 61-2019.

SECTION 2: This Resolution shall become effective upon its adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

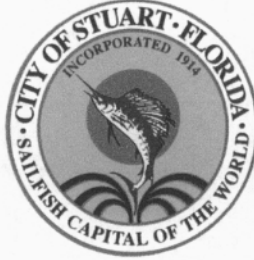
ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 61-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE
AGREEMENT BETWEEN THE CITY OF STUART AND STUART
MAIN STREET ASSOCIATION, INC. FOR THE "FLAGLER
CENTER" LOCATED AT 121 SW FLAGLER AVENUE, STUART;
PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, the City owns the building at 121 SW Flagler Avenue in the City of Stuart, more commonly known as the "Flagler Center;" and

WHEREAS, Stuart Main Street Association, Inc. seeks to lease the Flagler Center as its offices, as well as venue space available to the public for events and weddings, and to execute a lease agreement with the City of Stuart for the building; and

WHEREAS, the City Commission finds that it can provide public access to the space more efficiently by allowing a quasi-governmental non-for-profit agency to manage and operate the event programming for the facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor is hereby authorized and directed to execute a thirty-six (36) month lease agreement between the City of Stuart and Stuart Main Street Association, Inc. commencing January 1, 2020. A copy of the Lease is on file in the Office of the City Clerk for the City of Stuart, Florida.

SECTION 2: This resolution shall take effect upon adoption.

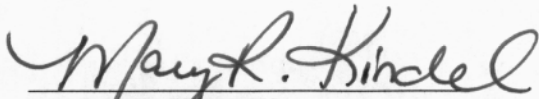
Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER and upon being put to a roll call vote, the vote was as follows:

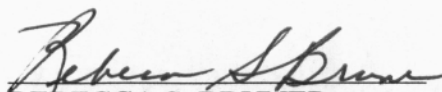
REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

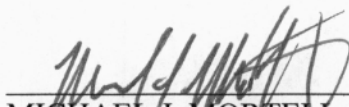
ADOPTED this 22nd day of July, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY





ABSOLUTE TRIPLE NET - UNSUBORDINATED LEASE

THIS LEASE is made and executed as of the 12th day of August 2019, between the **City of Stuart**, a municipal corporation, 121 SW Flagler Avenue, Stuart, FL 34994, hereinafter referred to as LESSOR", and **Stuart Main Street Association, Inc.**, a Florida not for profit corporation, Stuart, Florida, 34994, hereinafter referred to as "LESSEE."

Section 1. Demise, Description and Use of Premises.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described building located in Martin County, Florida, to wit:

See the Site plan depicted in Exhibit "A" attached hereto and made a part hereof.

As used herein, the term "Premises" refers to structure described in Exhibit A and to any improvements located thereon from time to time during the term hereof.

Section 2. Commencement and Term.

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall be payable in advance and shall commence on January 1, 2020. In exchange for acceptance of the Premises in an "As Is" condition and as a set off for repairs and improvements, the City shall provide a rent credit equivalent to the first 6 months. Therefore, the first actual payment to the City shall occur on July 1, 2020 which shall be the seventh month of the first year of the agreement ("Rent Commencement Date"). The rent abatement shall not apply to any expenses other than the "basic" rent. The Lessee shall remain responsible for all taxes, insurance, utilities and maintenance during the rent abatement period.

The term of this Lease shall continue for a period of three (3) years from the Commencement Date subject to extension or prior termination as set forth herein.

Section 3. Lease Option Right to Extend.

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Lessee has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right to request an extension beyond the initial term of this Lease for two additional terms of three (3) years each upon the same terms and conditions however the rental amount shall be based upon the rental payment as adjusted throughout the original lease terms.. The term of the Lease shall be extended upon the mutual agreement of the parties. Lessee shall request permission to exercise its option to extend not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term. The Lessor shall place the request on the City Commission calendar as soon as is

reasonably possible after said request. The parties agree that there are no specific criteria that shall guarantee that the request is granted but rather shall be at the sole discretion of the Lessor and Lessee. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in writing. Options can only be exercised one at a time and only consecutively. Lessee may only request permission to exercise an option during the final year of that lease term.

Section 4. Basic Rent.

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the Lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), payable solely for the convenience of Lessee in equal monthly installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) payable on the first (1st) day of each month, in advance, from the Rent Commencement Date, January 1, 2020, throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Rent Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn (Martin County, Florida) bank's check and shall be made to whoever the Lessor designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

Section 4(a). Late Fee. The rent is due no later than the 1st day of each month. Any rent not tendered to the Lessor by 5:00 p.m. on the First day of the month is deemed late. Should exceptional circumstances prevent prompt payment of the rent, Lessee agrees to pay a late fee equal to 10% of the current monthly rental obligation. During the first year, this late fee shall be the sum of Two Hundred and Fifty (\$250.00).

Section 4(b). The Lessee shall be responsible for all utilities, cable, water, electric, gas or any other expenses related to the normal operation of the Premises. Further, it shall remain a material obligation of the Lessee to maintain electricity to the Premises and maintain the air conditioning at such a level as to avoid excessive moisture, humidity or the generation of mold for failure to maintain properly.

Section 5. Rent Escalation.

Commencing on the anniversary date of the Commencement Date and each year thereafter, the monthly Base Rental shall be increased by 3%. The indexed rental payment shall be due and payable without notice of increase on January 1 and each month thereafter until the next index occurs.

Section 6. Taxes and Assessments.

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real Premises taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any assessments or special assessments, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real Premises taxes whether of the foregoing character or not and whether in existence at the Commencement Date. The Lessee shall pay the Premises taxes no later than November 30 of the year during which the tax notice is received.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor against loss of the Premises by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a Lessee to a Lessor or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

Section 7. Permitted Uses.

Lessee shall be entitled to develop the Premises for use as a recreational, educational and cultural event center. Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$2,000 or more to the Premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development or permit fees incurred in connection with development of the Premises.

Beginning not later than January 1, 2020, the Lessee shall keep the Premises open and available for use by its customers on all days of the year, subject to closure only upon the written approval of the City Manager. The Lessee shall maintain and keep an office open and available to public business invitees, not less than on Monday through Friday, 9:00 AM to 5:00 PM. The parties further agree that the Lessee shall be permitted to close the Premises upon ten (10) days written notice to the City Manager, for up to three (3) weeks during the period from July 15th to September 15th each year, for the purpose of cleaning, painting, making improvements and taking vacation, subject only to honoring any bookings during that time.

Lessee acknowledges that at the time this Lease is entered by the parties, the Lessor has agreed and "booked" certain events which shall be honored by the Lessee.

The Lessor shall retain the use of the Premises for "City Days and the Fourth of July." July 4 shall be deemed a City day. The Lessee shall reserve the entire premise on July 4 each year at no cost. Number of days set aside for City of Stuart sponsored events or specific use by the City of Stuart shall not exceed 25 days annually, without prior approval of Lessee. Except for Lessor's events, a Booked Event is described as an event where the Lessee has taken a deposit and has entered into a contract with a customer for the use of the Premises on a specific date and time. In the event that the Premises shall not be entirely under such contract, the Lessor may, at its sole option, retain use of the remainder of the Premises for any event. Lessor shall not be required to pay any fee or rent for its use of the Premises for City Days. Lessor shall be responsible to the Lessee for paying the actual cost of producing events, including labor and materials,

food, and beverages, subject to the later written agreement for such use by the Lessee and the City Manager; however Lessor is not required to use Lessee's services or vendors.

Further, the Lessee shall agree to provide a minimum of twelve (12) discounted days where the facility is available at a rate of 50% of the market rate. These days shall only be available to City Residents or qualified non-for profit entities with a 501(c)(3) or 501(c)(4) status that maintain a business tax receipt in the City of Stuart. Stuart Main Street Association, Inc. shall be allowed to choose the days and the process for which they are distributed to the qualified applicants but must provide the City with the list of all dates that were available at the reduced rate for each year. The parties agree that Stuart Main Street Association, Inc. shall make the reduced rate dates available at least 60 days in advance and shall provide a procedure for the application and selection of licensees which shall be offered the discounted rate.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject Premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject Premises or grant or agree to any condition, which will burden the Premises beyond the Lease term. Any such condition shall terminate when the Lease terminates.

Section 8. Encumbrances of Lessee's Leasehold Interest.

Lessee shall not encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee.

Section 9. Assignment and Sublease

Lessee may not assign all or any portion of this Lease or sublease the whole or any part of the Premises, including portions of any improvements erected thereon by Lessor or other portions of the Premises for any purpose without the express, written consent of Lessor (City Manager), which consent shall not be unreasonably withheld or delayed. Any assignment or sublease may be conditioned by the Lessor on the commercial suitability, the good reputation in the community, and the financial strength and solvency of the proposed assignee or sub-Lessee. Lessee shall remain liable for the full performance of its covenants and obligations under this Lease for the entire term hereof. No sub-lease can extend beyond the existing term of this Lease. No sub-lease can alter the terms hereof.

Section 10. Uses Prohibited.

Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee maintain a nuisance on the Premises or use or permit the use thereof for immoral purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself. The Lessee shall not commit waste. No use may be made of the Premises which would legally impair the right to collect rental adjustments called for herein.

Section 10(a). Zero Waste.

The City of Stuart is in the process of adopting a policy regarding the use of non-recyclable materials in its parks and on City owned Premises. Lessee shall remain in full compliance with any future City Policy regarding the prohibition of non-recyclable materials on City Premises. The regulation of non-recyclable

materials shall constitute a material provision of this agreement. The Lessee shall be subject to any penalties set forth by the City Commission in any future policies regarding same. In addition, violation of the policy shall constitute a material breach and act as a basis for termination of this Agreement at the discretion of the Lessor.

Section 11. Improvements, Repairs, Additions, Replacements to the Real Premises.

Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage or injury. Any structural modifications including repairs or additions must be approved by the City of Stuart in writing prior to initiation of same.

Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease, it being understood that the Lessee takes the Premises in an "AS IS" condition, having made all of the inspections it chose to make, prior to entering into this Lease, and that the Lessee is satisfied with the condition of the Premises.

Lessee's rights, as set forth in this Section 11, shall be subject to the following conditions:

- A. The cost of any such construction, or of any change, alteration or improvements, shall be borne and paid for by Lessee.
- B. The Premises shall, at all times, be kept free of mechanics and material men's liens.
- C. During the term of the Lease (or any extended term acquired by exercise of an option hereunder), Lessee shall not demolish or remove any building or improvements located on the Premises. At the end of term hereof, all improvements located on the Premises will become the Premises of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

Section 12. Insurance.

Lessee covenants to provide, during the entire term hereof at Lessee's own cost and expense, as additional rent, by advance payment of premiums, a comprehensive liability policy of insurance protecting Lessor and Lessee as their interest may appear against any liability whatsoever, occasioned by accident on or about the demised Premises or any appurtenances thereto. Such policy shall be approved by Lessor, written by a company rated not less than "AAA", by Best's Register, in an amount not less than One Million Dollars (\$1,000,000) to cover the claim of damage from any single person, and not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) to cover more than a single claim which may arise from a single action, and in the sum of Five Hundred Thousand Dollars (\$500,000) in respect to claims for Premises damage. Such policy shall insure Lessee and Lessor against any liability that may accrue against them or either of them, on account of any occurrence on or to the demised Premises during the term thereof, resulting in personal injury, death, Premises damage, liquor liability or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional

rent and deliver to Lessor an original or duplicate original of all such policies, together with evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

All insurance coverage called for under the Lease shall contain provisions granting Lessor the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal, and shall be written by an insurance company authorized to do business in Florida. Copies of the policies shall be promptly furnished to Lessor.

All hazard insurance policies carried by the Lessee covering Premises located on the demised Premises will provide that the Lessor is an additional named insured, as its interest may appear.

Section 13. Indemnify Lessor.

In consideration of said Premises being leased to Lessee for the above rental, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or Premises of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omission, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to Lessee for any damages, losses or injuries to the persons or to Premises of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or Premises of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees. All personal Premises placed or moved into the Leased Premises or Building shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for any damages to said personal Premises. Lessee shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. LESSEE WAIVES ALL RIGHTS TO RECOVER FROM LESSOR FOR ANY DAMAGES CAUSED BY NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

Section 14. Time.

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

Section 15. Condemnation.

- A. If, at any time during the term of this Lease, title to all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking, and the rent and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

- B. If at any time during the term of this Lease, title to less than all of the Premises shall be taken as aforesaid, this Lease shall continue (unless Lessee shall elect to terminate this Lease by giving notice thereof to Lessor within thirty (30) days after the date of such taking, in which case this Lease shall terminate on the date therefore set forth in such notice), except that thereafter the rent shall be reduced to a fraction of the former amount which fraction shall be determined by dividing the area of the untaken portion of the Premises by the area of the Premises immediately before the taking.
- C. Lessee may, at its option, but shall not be required to, repair, restore, replace or rebuild any damage or destruction to the Premises and improvements located thereon resulting or arising from any taking of all or any part thereof.

Section 16. Requirements of Public Authority.

- A. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.
- B. Lessee shall have the right to contest by appropriate legal proceeding diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.
- C. As a condition precedent to Lessee filing any claim against City, Lessee shall make available to City all of Lessee's books and records (directly or indirectly related to the claim of Lessee's business) requested by City. Refusal to do so shall constitute a material breach of this contract.
- D. Maintenance and Public Access to Records: In compliance with F.S. 119.0701, the Lessee shall maintain and respond to any public records requests. This clause is not intended to indicate that the Lessee is subject to F.S. 119.0701 or that any services are being rendered on behalf of the City. However, in the event that there are public records generated during the course of the agreement, Lessee shall:

1. Keep and maintain public records that would ordinarily and necessarily be required by the City of Stuart in order to perform the services provided by the Lessee. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.
2. Provide the public with access to these public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
6. If the Lessee does not comply with a public records request, the City shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.
7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-288-5312 or 121 SW Flagler Avenue, Stuart, Florida 34994.

Section 17. Lessor's Title/Possession.

Lessor covenants that as of the Commencement Date: Lessor shall have the fee simple title to the Premises with full right and authority to make this Lease; the Premises shall be leased to the Lessee subject to all liens, easements and restrictions. Lessee has surveyed the Premises and has accepted the state of the survey. Lessee shall be delivered possession of the Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

Section 18. Care of Premises.

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said Premises. Lessee shall, at its sole expense, pay for any alterations, repairs, replacements, improvements, machinery or equipment which may be required by any applicable governing body now or at any time during the term of this Lease.

Section 19. Conditional Limitations – Lessee Default Provisions.

This lease and the term hereof are subject to the limitation that if, at any time during the term of this Lease, any one or more of the following events (herein called an "event of default") shall occur, that is to say:

- A. If Lessee shall make an assignment of this Lease for the benefit of its creditors; or

- B. If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or
- C. If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for ten (10) days; or
- D. If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for ten (10) days after written notice thereof from Lessor to Lessee; or
- E. If Lessee shall fail to perform or observe any other requirement of this Lease (on the part of Lessee to be performed or observed, and such failure shall continue for a term longer than the time allotted to cure as set forth in the notice letter;

Then upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time for remedying the same, Lessor may:

- a. Give to Lessee a notice hereinafter called ("notice of termination") ending the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, which shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and
- b. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its Premises therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, and
- c. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental with an estimated adjustment as provided in Paragraph 5 and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Lessor, immediately become due and payable, and
- d. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.
- e. Lessor shall have any other remedy provided by Florida law.
- f. FORCE MAJEURE: Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event

that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane or sabotage terrorism that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Section 20. Lessor's Defaults.

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

Section 21. Waivers.

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a partial payment on account.

Section 22. Notices, Etc.

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

Section 23. Governing Law.

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

Section 24. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Sales Taxes.

Lessor will endeavor to collect and Lessee shall promptly pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

Section 26. Covenants Binding the Respective Parties.

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns. This Lease and all or any of its provisions are not intended and shall not be construed as for the benefit of any third party or parties, whatsoever.

Section 27. Disposition of Improvements on Termination of Lease.

On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Premises. If Lessee is not in default, Lessee shall however have the right to remove any furniture, fixtures, equipment or other things which may be removed from the Premises without changes to any of the buildings or improvements hereinafter located on the Premises.

Section 28. Broker's Commission.

There is no real estate commission due to any party related to this transaction.

Section 29. Attorney's Fees and Costs.

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs through and including any and all appellate actions.

Section 30. Lessee's Attornment.

In the event of a transfer of Lessor's interests in the Premises or the purchase of the Lessor's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase, pursuant to a power of sale contained in any mortgage, then in any such events, Lessee shall, at Lessor's request, attorn to and recognize the transferee or purchaser of the Lessor's interest, as the case may be, as Lessor under this Lease, for the balance then remaining of the term and thereafter this Lease shall continue as it is directly between such person as "Lessor" and "Lessee", it being agreed that no such transferee shall have the right to disturb Lessee's tenancy hereunder so long as Lessee shall not be in default under the terms hereof.

Section 31. Waiver of Trial by Jury.

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties

hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

Section 32. Additional Terms and Conditions.

- A. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.
- B. All rents due under the Lease shall bear interest at the rate provided under Florida law for Judgments. Said interest shall begin to accrue upon default as set forth in section 19.
- C. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven (7) days of written demand, therefore if a Memorandum has been recorded. If Lessee raises defenses and desires to maintain the Memorandum of Lease as a recorded Notice on the Premises, then Lessee shall pay a \$25,000 security deposit into the court registry and continue to pay all expenses including rent as it becomes due.
- D. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance.

Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

Section 33. Contractual Authority

By signing this Contract the Lessee swears or affirms, under penalty of perjury, that this is a valid act of the Lessee, and that no later claim shall be made by the Lessee that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

Section 34. Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

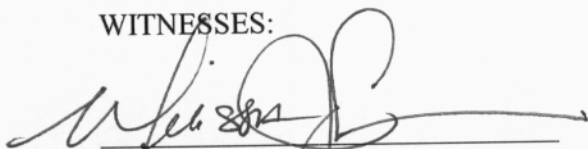
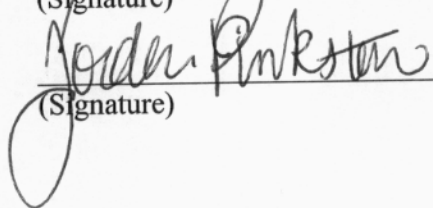
Section 35. Exhibits

The following Exhibits are attached to and made a part of this Contract:

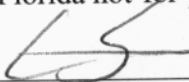
Exhibit "A" – "Sketch Defining Leased Premises"
Exhibit "B" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the date shown below.

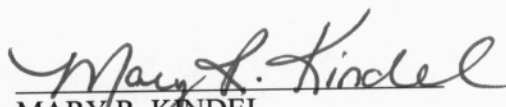
WITNESSES:


(Signature)

(Signature)

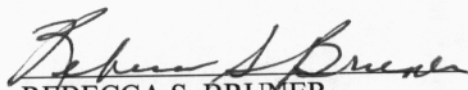
STUART MAIN STREET ASSOCIATION, INC.
a Florida not-for-profit corporation


(Signature)
Nicholas Schott - Resident
(Printed Name & Title)

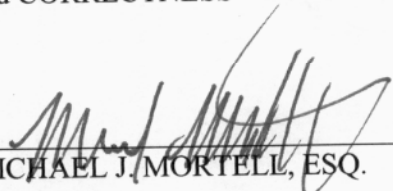
ATTEST:


MARY R. KINDEL
City Clerk

CITY OF STUART, a Florida municipal corporation

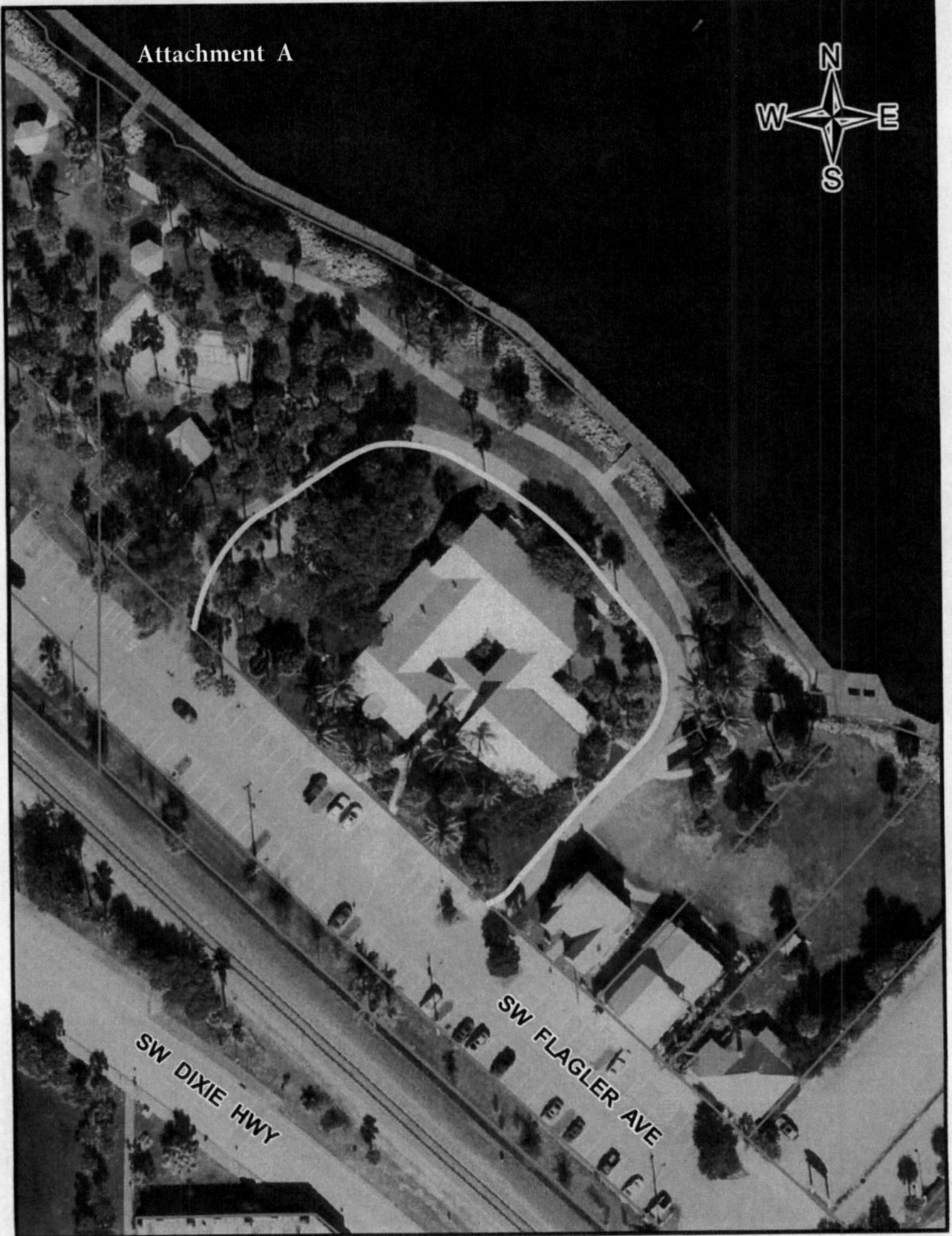
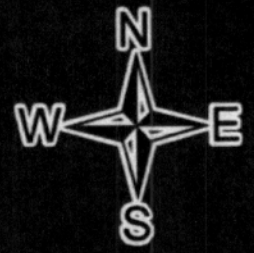

REBECCA S. BRUNER
Mayor

APPROVED AS TO FORM
and CORRECTNESS


MICHAEL J. MORTELL, ESQ.
City Attorney



Attachment A



**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Jim Chrulski

Title of Item:

STUART BOAT SHOW ROAD CLOSURE (RC):

RESOLUTION No. 112-2022: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE 49TH ANNUAL STUART BOAT SHOW FROM TUESDAY, JANUARY 10TH 5:00 AM THROUGH MONDAY, JANUARY 16TH AT 5:00 PM 2023, ALONG NW DIXIE HIGHWAY (FORMERLY SR 707) FROM ALBANY AVENUE SOUTH OF THE OLD ROOSEVELT BRIDGE TO FERN STREET AT THE FEC RR CROSSING, NORTH OF THE ST. LUCIE RIVER DRAW BRIDGE, SUBJECT TO FLORIDA DEPARTMENT OF TRANSPORTATION APPROVAL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The 49th Annual Stuart Boat Show will be held on January 13, 14, 15th 2023. The organizers are requesting a road closure from Tuesday, January 10th through January 16th 2023 from the Florida Department of Transportation that includes a section of N.W. Dixie Highway from Albany Ave. South of the Roosevelt Bridge to Fern Street at the FEC Railroad Crossing, North of the St. Lucie River Draw Bridge.

Funding Source:

N/A

Recommended Action:

Recommend approval of Resolution 112-2022.

ATTACHMENTS:

1. R112-2022 Approving a road closure for the 49th Annual Stuart Boat Show
2. R112-2022 Attachment A - Stuart Boat Show Traffic Plan 2023 - OREP



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 112-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE 49TH ANNUAL STUART BOAT SHOW FROM TUESDAY, JANUARY 10TH 5:00AM THOUGH MONDAY, JANUARY 16TH AT 5:00PM 2023, ALONG NW DIXIE HIGHWAY (FORMERLY SR 707) FROM ALBANY AVENUE SOUTH OF THE OLD ROOSEVELT BRIDGE TO FERN STREET AT THE FEC RR CROSSING, NORTH OF THE ST. LUCIE RIVER DRAW BRIDGE, SUBJECT TO FLORIDA DEPARTMENT OF TRANSPORTATION APPROVAL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Stuart Boat Show has grown and endured as a signature marine industry event in the Stuart area for nearly half of a century; and

WHEREAS, in order to produce the Stuart Boat Show in a safe and efficient manner, event organizers have requested the City of Stuart close NW Dixie Highway for the duration of event staging and operations beginning Tuesday, January 10th through Monday, January 16th, 2023; and

WHEREAS, the City Commission of the City of Stuart recognizes the Stuart Boat Show as a traditional event in the City and is resolved to provide a road closure for the period mentioned herein as sufficient time and space allocation to safely and efficiently conduct the event.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF STUART, FLORIDA, THAT:

SECTION 1: The City Manager is hereby authorized to execute a request form to the Florida Department of Transportation seeking approval of a road closure for the “2023 STUART BOAT SHOW” from Tuesday, January 10th through Monday, January 16th 2023, along NW Dixie Highway (formerly SR 707), from SW Albany Avenue to NW Fern Street, subject to the approval of the Florida Department of Transportation. A copy of the form requesting city approval is attached hereto as “Attachment A.”

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



STUART BOAT SHOW Traffic Plan - 2023

Prepared for the Stuart Boat Show

Prepared by O'Rourke Engineering & Planning

November 3, 2022

A handwritten signature in black ink, appearing to be 'AM', is written over the text 'Prepared by O'Rourke Engineering & Planning'.

O'Rourke Engineering & Planning (O'REP) was retained to prepare transportation mitigation for the 4th Annual Stuart Boat traffic circulation. The primary concern of the City of Stuart was the morning and afternoon peak hours, typically defined as 7:00 am to 9:00 AM and 4:00 PM to 6:00 PM. The details of the plan are identified below.

Project Description

The Stuart Boat Show is a regionally significant boat show that draws people to the northeast portion of the City on Friday, Saturday, and Sunday January 13, 14 and 15, 2023. The show is staged along Dixie Highway and the corresponding waterfront. Dixie Highway will be closed from Tuesday morning January 10, 2023, through Monday, January 16, 2023 at 5:00 pm. The road will be closed to vehicular traffic from Albany Road to Fern Street.

Signage Plan

A series of advanced signage will be in place to alert drivers to the closure and direct them to detoured routes.

Exhibit A illustrates the detour plan for rerouting traffic from Dixie Highway. The Detour Plan will include a series of "Construction" signs and changeable message signs (CMS). A key component of the plan is coordination with the City of Stuart Police Department. Two police officers will be stationed at US 1 and Wright Boulevard and US 1 and Joan Jefferson Way during the AM and PM peak hours. Therefore, two officers will be located Tuesday through Friday from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM at each of US 1 and Wright Boulevard and US 1 and Joan Jefferson Way. O'REP will obtain an FDOT permit for this portion of the plan.

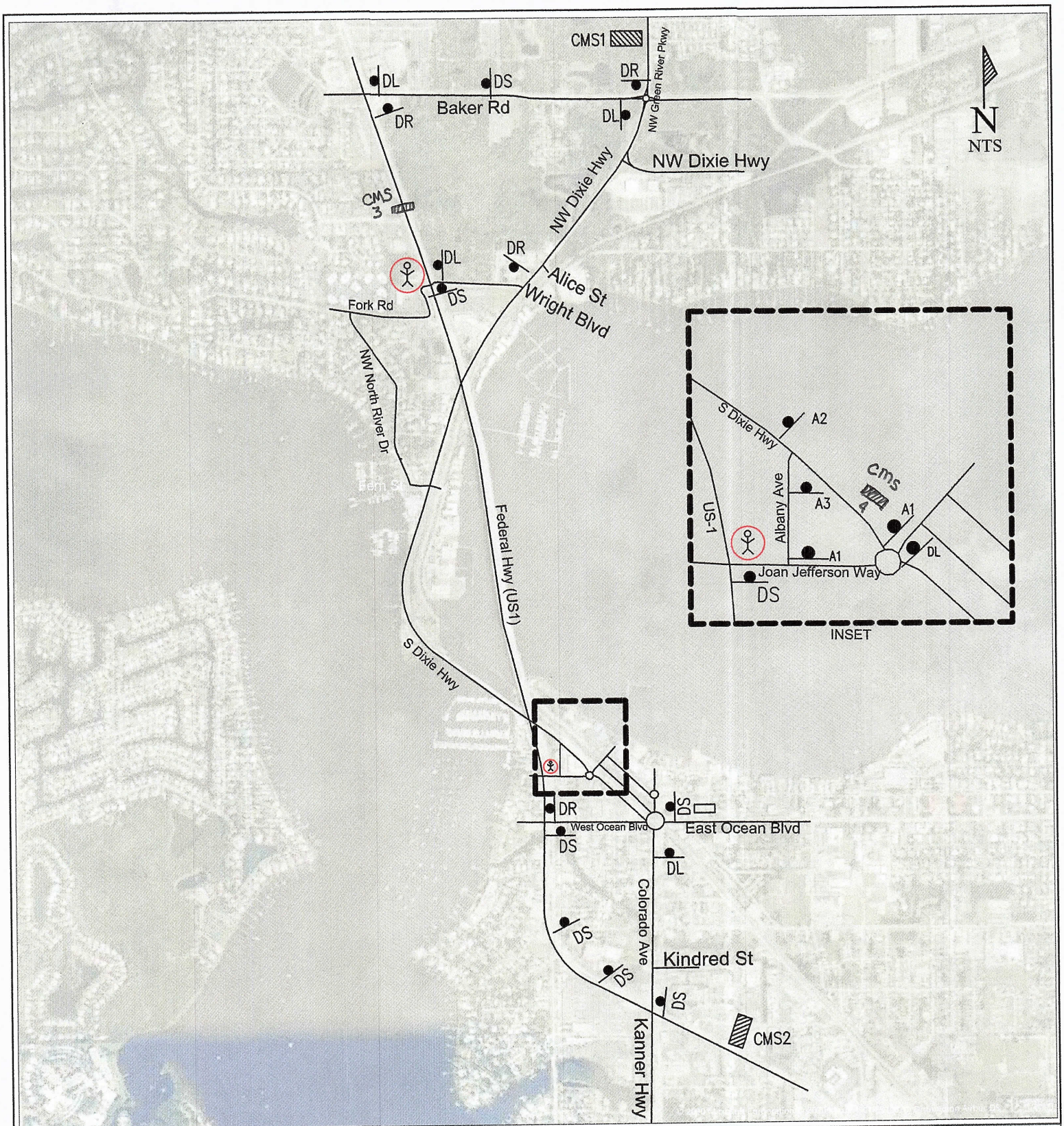
The detour plan directs traffic through Baker Road on the north and West Ocean on the south to avoid the congested intersection of Dixie Highway at Wright Boulevard and Dixie Highway at Joan Jefferson Way. Dixie Highway carries approximately 600 vehicle per hour in the peak southbound direction in the morning and just over 800 vehicles in the peak northbound

direction in the afternoon. By implementing this plan, we estimate that the traffic can successfully be accommodated on Indian River Drive, AIA, and US 1. An estimated 50% of the vehicles will divert to Indian River and AIA with the balance of 50% diverting to US 1. **Exhibit B** illustrates the path of the diverted traffic volumes.

As shown, the traffic will be diverted by signage based on its ultimate destination. Joan Jefferson Way will experience additional traffic. That traffic will be accommodated with the presence of the officers on US 1. To a lesser extent traffic will divert to East Ocean and Colorado. The balance of diverted trips will be on Ocean Boulevard east of town where capacity is available.

In addition to the detour plans, we would recommend a sign series devoted to directing motorists to the Boat Show. 2 feet x 3 feet black on white, retroreflective signs on coroplast will be prepared specifically for the air show. **Exhibit C** identifies the location of signage directing motorists to the Stuart Boat Show parking and shuttle spots. Additional signage will be prepared for pedestrian wayfinding from downtown Stuart and from parking areas.

The combination of detour signage, police-controlled intersections and directional signage will provide an enhanced circulation pattern minimizing traffic impacts in the downtown area during the show.



O'Rourke Engineering & Planning

22 SE Seminole Street ~
Stuart, FL 34994 ~ Tel: 772-781-7918

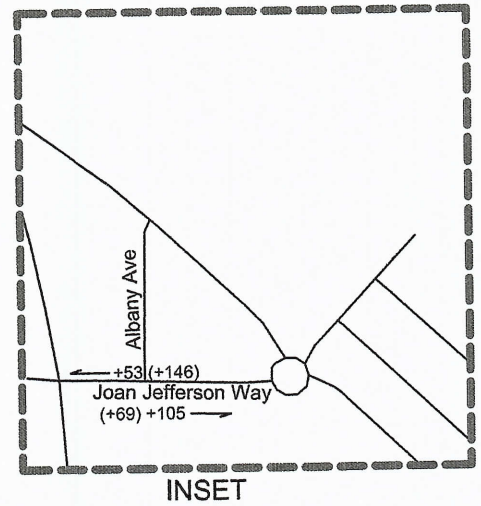
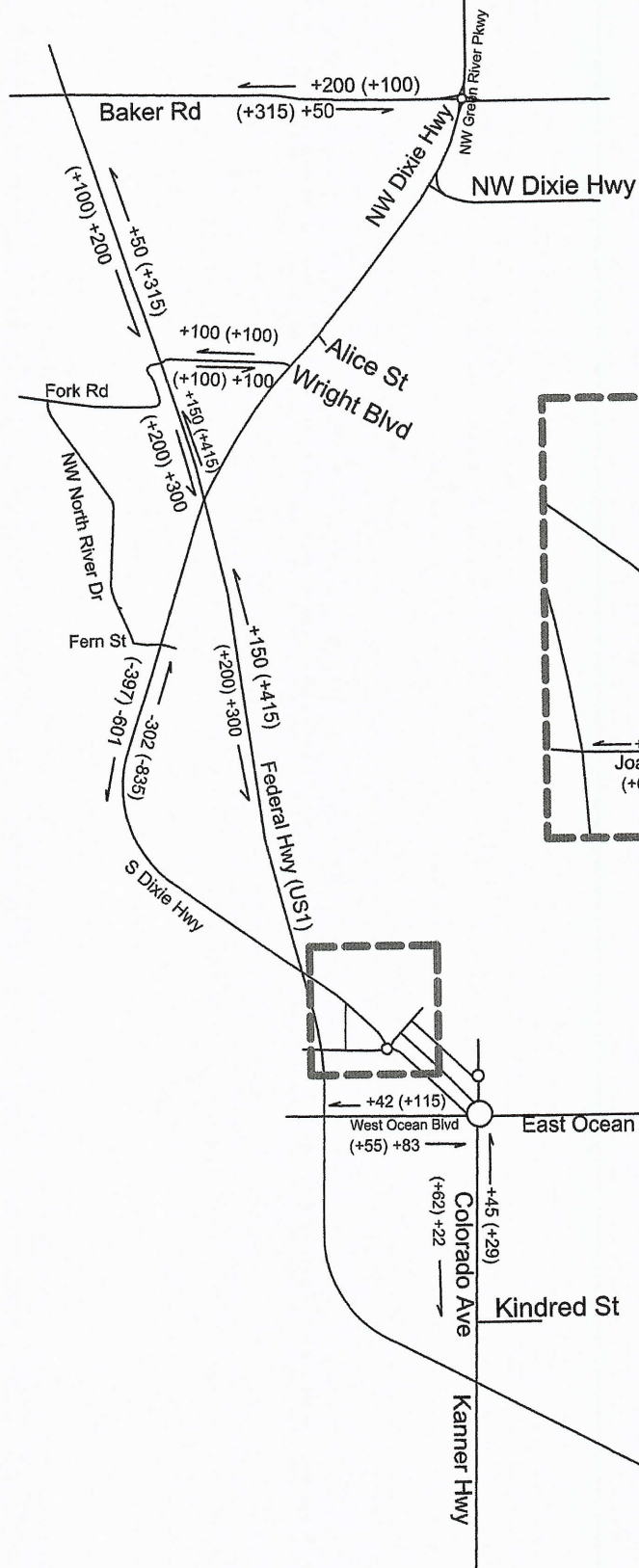
Project Job No: MR

Date: 08/25/2021

LEGEND

A1	A2	A3	DS	DL
DR				
			= TYPICAL SIGN	
			= Barricade	
			= CMS Changeable Message Sign	
			= Traffic Control Officer	

EXHIBIT A Boat Show Detour Plan



LEGEND



= Inset Area

EXHIBIT B Diverted Volumes Stuart Boat Show

O'Rourke Engineering & Planning

22 SE Seminole Street ~
Stuart, FL 34994 ~ Tel: 772-781-7918

Project Job No: MR

Date: 08/25/2021



O'Rourke Engineering & Planning

22 SE Seminole Street ~
Stuart, FL 34994 ~ Tel: 772-781-7918

Project Job No: MR

Date: 08/25/2021

LEGEND

Boat Show
↑
Parking/
Shuttle
P1

Boat Show
↑
Parking/
Shuttle
P3

Boat Show
↑
Parking/
Shuttle
P2

Boat Show Traffic
Shuttle
↑
CMS 1

EXHIBIT C
Parking/Shuttle Signage
Stuart Boat Show

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Michelle Berger

Title of Item:

IMPACT FEE UPDATE STUDY (RC)

RESOLUTION No. 105-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ACCEPTING THE CONSULTANT STUDY OF UPDATED IMPACT FEE OPTIONS AS CONTRACTED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart contracted with consultant group TischlerBise to update its impact fees pursuant to Florida Statutes 163.31801 and the City's Comprehensive Plan. This resolution accepts the work from the consultant per the agreement. The content of the report offers a proper nexus to future development's proportionate share of infrastructure costs with appropriate methodologies. This is acceptance of the report which contains the maximum allowable impact fees by law as stated specifically on pages six and seven of the study. The recommended action will accept the work product and give staff direction as to how to craft the future ordinance to enact change.

Funding Source:

N/A

Recommended Action:

Motion to accept the study utilizing the maximum allowable impact fees as stated on pages six through seven.

ATTACHMENTS:

1. Draft Impact Fee Study Resolution Nov 2022
2. Impact Fee Study



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 105-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA ACCEPTING THE
CONSULTANT STUDY OF UPDATED IMPACT FEE
OPTIONS AS CONTRACTED; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart, Florida, contracted with consultant TischlerBise to update its impact fees pursuant to Florida Statutes 163.31801; and

WHEREAS, local governments in Florida may assess impact fees to offset infrastructure costs; and

WHEREAS, impact fees are one-time payments used to construct system improvements needed to accommodate future development, with each fee representing future development's proportionate share of infrastructure costs; and

WHEREAS, impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure, but in contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies; and

WHEREAS, the City of Stuart is hereby recognizing that conducting a new study is in compliance with the 5 year cadence for reviews as identified in Florida Statutes and the City of Stuart Comprehensive Plan; and

WHEREAS, the City of Stuart will hereby ensure that the calculation of the impact fee is based on the most recent and localized data prior to future final adoption by ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, THAT:

SECTION 1: The City of Stuart hereby accepts the November 14th, 2022 Impact Fee Study towards the goal of complying with Florida State Statutes 163.31801.

SECTION 2: The City of Stuart recognizes the performance of the consultant, TischlerBise, and that TischlerBise has fulfilled its contractual obligations, offering a comprehensive approach of creating the proper nexus to future development's proportionate share of infrastructure costs.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14TH day of November, 2022.
ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

Impact Fee Study

**Prepared for:
Stuart, Florida**

November 14, 2022



**4701 Sangamore Road
Suite S240
Bethesda, MD 20816
301.320.6900
www.TischlerBise.com**

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EXECUTIVE SUMMARY

Stuart, Florida, contracted with TischlerBise to update its impact fees pursuant to Florida Statutes § 163.31801. Local governments in Florida may assess impact fees to offset infrastructure costs necessitated by future growth. Impact fees are one-time payments used to construct system improvements needed to accommodate future development. The fee represents future development's proportionate share of infrastructure costs. Impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

FLORIDA IMPACT FEE ENABLING LEGISLATION

The authority for Florida counties to adopt and collect impact fees to offset the demands future development creates for new infrastructure is well established. *St. Johns County v. Northeast Florida Builders Association* (583 So. 2d 635, 638 Fla. 1991) states, "The use of impact fees has become an accepted method of paying for public improvements that must be constructed to serve new growth."¹ State statutes specifically "encourage the use of innovative land development regulations which include provisions such as [...] impact fees," and Florida courts have upheld local government's authority to adopt fees under general home rule and police power theories.²

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned mostly with procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, most of which were common to the practice already. Subsequent amendments to the Act, in 2009, removed prior notice requirements for impact fee reductions (but not increases) and purported to elevate the standard of judicial review. Under Florida law, impact fees must comply with the "dual rational nexus" test, which requires "a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in service units generated by new development. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision," *St. Johns County*, 583 So.2d at 637 (quoting *Hollywood, Inc.* 431 So. 2d at 611-12). Impact fee calculation studies, generally speaking, establish the pro rata, or proportionate, "need" for new infrastructure and implementing ordinances to ensure that new growth paying the fees receive a pro rata "benefit" from their expenditure.

Stuart is updating its multi-modal, parks and recreation, and public safety impact fees to fund capital facilities needed to meet the demand created by future development. The need for these services, and the infrastructure necessary to provide them, is driven by development; therefore, as vacant lands within Stuart develop, or as existing uses expand, the demand imposed upon Stuart for additional capital facilities increases proportionately.

¹ Citing *Home Builders & Contractors Association v. Palm Beach City.*, 446 So.2d 140 (Fla. 4th DCA 1984); *Hollywood, Inc. v. Broward County*, 431 So.2d 606 (Fla. 4th DCA 1983).

² See §163.3202(3), Fla. Stat.; see also *Home Builders & Contractors Association*, 446 So.2d 140.

The need for additional capacity for future development is further shown through an established level-of-service standard and Stuart's existing capital improvement plan. *Hollywood, Inc.*, 431 So.2d at 611 (holding that a plan for providing facilities at a reasonable level of service demonstrates "a reasonable connection between the need for additional park facilities and the growth in population"). Capital facilities necessary to provide this infrastructure have been provided by Stuart to date; however, Stuart will need to provide new residents and visitors with the same levels of service. The expenditures required to maintain existing levels of service are not necessitated by existing development, but rather by future development.

Furthermore, through the implementation of Stuart's capital improvement plans, future development paying impact fees will receive a pro rata benefit from new facilities built with those fees. In addition, Stuart's impact fee ordinance, including any amendments necessary to implement the fees recommended in this study, earmarks impact fees solely for capital facilities necessary to accommodate future development.

Finally, there are several steps Stuart will take to ensure ongoing compliance with applicable Florida laws related to impact fees. First, it will continue to update and implement plans for expending impact fee revenues on the types of facilities TischlerBise has used to develop the fees in this study. In Florida, this is typically satisfied through the Capital Improvement Plan (CIP) and Capital Improvements Element (CIE) framework. Also, Stuart will update its existing impact fee ordinance to ensure compliance with the approach used here and any developments in statutory and case law since Stuart's fees were last updated. This update will address, among other things, earmarking of impact fee revenues, limitations on the use of revenues, revisions related to developer credits, and ongoing compliance with other city and state law requirements.

CONCEPTUAL DEVELOPMENT FEE CALCULATION

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per person. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/or park improvements.

GENERAL METHODOLOGIES

Impact fees for the capital improvements made necessary by new development must be based on the same level of service provided to existing development in the service area. There are three basic methodologies used to calculate impact fees that examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different capital improvements.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating impact fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new development will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion methodology is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Evaluation of Credits

Regardless of the methodology, a consideration of credits is integral to the development of a legally defensible impact fee. There are two types of credits that should be addressed in impact fee studies and ordinances. The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

IMPACT FEE COMPONENTS

Figure 1 summarizes service areas, methodologies, and infrastructure components for each fee category. There is a single, citywide service area for all impact fees.

Figure 1: Proposed Impact Fee Service Areas, Methodologies, and Cost Components

Fee Category	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Multi-Modal	Citywide	N/A	N/A	Multi-Modal Improvements	Person Trips
Parks and Recreation	Citywide	N/A	Park Amenities	N/A	Peak Population
Public Safety	Citywide	N/A	Fire Apparatus, Fire Equipment, Police Facilities	Fire Facilities, Police Vehicles, Police Equipment	Peak Population, Vehicle Trips

ROUNDING

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

INFLATION

All costs in the impact fee calculations are given in current dollars with no assumed inflation rate over time. Necessary cost adjustments can be made as part of the recommended annual evaluation and update of impact fees. One approach is to adjust for inflation in construction costs by means of an index like the Consumer Price Index (CPI) or the Construction Cost Index published by Engineering News Record (ENR). These indexes can be applied against the calculated impact fees. If cost estimates change significantly, the fees should be recalculated.

CURRENT IMPACT FEES

Current impact fees for residential development are assessed per dwelling unit, based on the type of unit, and nonresidential fees are assessed per 1,000 square feet of floor area, based on the land use.

Figure 2: Current Impact Fees

Residential Fees per Unit					
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Subtotal	Total (w/ 3% Admin)
Single Family	\$1,202	\$121	\$758	\$2,081	\$2,143.43
Multi-Family	\$840	\$65	\$409	\$1,314	\$1,353.42

Nonresidential Fees per 1,000 Square Feet					
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Subtotal	Total (w/ 3% Admin)
Industrial	\$242	\$0	\$327	\$569	\$586.07
Commercial	\$1,618	\$0	\$509	\$2,127	\$2,190.81
Office & Other Services	\$700	\$0	\$631	\$1,331	\$1,370.93
Institutional	\$646	\$0	\$227	\$873	\$899.19

MAXIMUM JUSTIFIABLE IMPACT FEES

Impact fees for residential development will be assessed per dwelling unit, based on the type of unit, and nonresidential fees will be assessed per 1,000 square feet of floor area, based on the land use. Stuart may adopt fees that are less than the maximum justifiable fees shown below; however, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in Stuart's LOS standards. All costs in the Impact Fee Study represent current dollars with no assumed inflation rate over time.

Figure 3: Maximum Justifiable Impact Fees

Residential Fees per Unit					
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Subtotal	Total (w/ 3% Admin)
Single Family	\$732	\$1,086	\$1,263	\$3,081	\$3,173.43
Multi-Family	\$439	\$804	\$935	\$2,178	\$2,243.34

Nonresidential Fees per 1,000 Square Feet					
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Subtotal	Total (w/ 3% Admin)
Industrial	\$267	\$0	\$186	\$453	\$466.26
Commercial	\$479	\$0	\$1,346	\$1,825	\$1,879.61
Office & Other Services	\$630	\$0	\$597	\$1,227	\$1,264.08
Institutional	\$746	\$0	\$392	\$1,138	\$1,171.78

MAXIMUM ALLOWABLE IMPACT FEES

The Florida Impact Fee Act, updated in 2021, placed limitations on how much local governments, school districts, or special districts may increase an impact fee. An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted. An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted. An impact fee increase may not exceed 50 percent of the current impact fee rate. The following figures represent the maximum allowable impact fees for the first four years from the date the increased fees are adopted.

Figure 4: Year 1 Maximum Allowable Impact Fees

Residential Fees per Unit						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 1 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Single Family	\$732.00	\$136.13	\$852.75	\$1,772.50	\$2,143.43	(\$370.93)
Multi-Family	\$439.00	\$73.13	\$460.13	\$1,001.42	\$1,353.42	(\$352.00)

Nonresidential Fees per 1,000 Square Feet						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 1 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Industrial	\$254.50	\$0.00	\$185.68	\$453.39	\$586.07	(\$132.68)
Commercial	\$479.00	\$0.00	\$572.63	\$1,083.17	\$2,190.81	(\$1,107.64)
Office & Other Services	\$630.00	\$0.00	\$597.26	\$1,264.08	\$1,370.93	(\$106.85)
Institutional	\$696.00	\$0.00	\$255.38	\$979.92	\$899.19	\$80.73

1. Includes 3% Admin Fee

Figure 5: Year 2 Maximum Allowable Impact Fees

Residential Fees per Unit						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 2 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Single Family	\$732.00	\$151.25	\$947.50	\$1,885.67	\$2,143.43	(\$257.76)
Multi-Family	\$439.00	\$81.25	\$511.25	\$1,062.45	\$1,353.42	(\$290.98)

Nonresidential Fees per 1,000 Square Feet						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 2 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Industrial	\$267.00	\$0.00	\$185.68	\$466.26	\$586.07	(\$119.81)
Commercial	\$479.00	\$0.00	\$636.25	\$1,148.71	\$2,190.81	(\$1,042.10)
Office & Other Services	\$630.00	\$0.00	\$597.26	\$1,264.08	\$1,370.93	(\$106.85)
Institutional	\$746.00	\$0.00	\$283.75	\$1,060.64	\$899.19	\$161.45

1. Includes 3% Admin Fee

Figure 6: Year 3 Maximum Allowable Impact Fees

Residential Fees per Unit						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 3 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Single Family	\$732.00	\$166.38	\$1,042.25	\$1,998.84	\$2,143.43	(\$144.59)
Multi-Family	\$439.00	\$89.38	\$562.38	\$1,123.47	\$1,353.42	(\$229.95)

Nonresidential Fees per 1,000 Square Feet						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 3 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Industrial	\$267.00	\$0.00	\$185.68	\$466.26	\$586.07	(\$119.81)
Commercial	\$479.00	\$0.00	\$699.88	\$1,214.24	\$2,190.81	(\$976.57)
Office & Other Services	\$630.00	\$0.00	\$597.26	\$1,264.08	\$1,370.93	(\$106.85)
Institutional	\$746.00	\$0.00	\$312.13	\$1,089.87	\$899.19	\$190.68

1. Includes 3% Admin Fee

Figure 7: Year 4 Maximum Allowable Impact Fees

Residential Fees per Unit						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 4 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Single Family	\$732.00	\$181.50	\$1,137.00	\$2,112.02	\$2,143.43	(\$31.42)
Multi-Family	\$439.00	\$97.50	\$613.50	\$1,184.50	\$1,353.42	(\$168.92)

Nonresidential Fees per 1,000 Square Feet						
Development Type	Multi-Modal	Parks and Recreation	Public Safety	Year 4 Max Allowable ¹	Current Fees ¹	Increase / (Decrease)
Industrial	\$267.00	\$0.00	\$185.68	\$466.26	\$586.07	(\$119.81)
Commercial	\$479.00	\$0.00	\$763.50	\$1,279.78	\$2,190.81	(\$911.04)
Office & Other Services	\$630.00	\$0.00	\$597.26	\$1,264.08	\$1,370.93	(\$106.85)
Institutional	\$746.00	\$0.00	\$340.50	\$1,119.10	\$899.19	\$219.91

1. Includes 3% Admin Fee

MULTI-MODAL IMPACT FEES

METHODOLOGY

The multi-modal impact fees include components for multi-modal improvements. The plan-based methodology is used for multi-modal improvements.

SERVICE AREA

Stuart plans to provide a uniform level of service and equal access to its transportation network within the city limits; therefore, the multi-modal impact fees will be assessed in a citywide service area.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The multi-modal impact fees will proportionately allocate the cost of capital facilities to residential and nonresidential development. The proportionate share of costs attributable to development will be allocated to average weekday person trips and then converted to an appropriate amount by land use.

Shown below are the demand units for residential and nonresidential land uses. For residential development, the table displays average weekday person trips (AWPT) per housing unit. For nonresidential development, the table displays AWPT generated per 1,000 square feet of floor area. Appendix B includes a detailed calculation of person trips.

Figure M1: Demand Units by Development Type

Residential Development			
Development Type	AWPTE per unit ¹	Trip Adjustment ¹	AWPT per Unit
Single Family	13.71	61%	8.36
Multi-Family	8.21	61%	5.01

Nonresidential Development			
Development Type	AWPTE per 1,000 Sq Ft ¹	Trip Adjustment ¹	AWPT per 1,000 Sq Ft
Industrial	6.64	50%	3.32
Commercial	72.97	33%	24.08
Office & Other Services	21.37	50%	10.69
Institutional	21.23	33%	7.01

1. See Land Use Assumptions

LEVEL-OF-SERVICE ANALYSIS

Multi-Modal Improvements – Plan-Based

Stuart staff recommends the growth-related improvements listed in Figure M2 to serve development over the next 10 years. The total cost of planned multi-modal improvements is \$5,625,000, and the growth-related cost is \$5,062,500. Existing development's share of 10 percent of the total cost of planned multi-modal improvements is excluded from the impact fee calculation and must be funded with non-impact fee revenues.

Figure M2: Planned Multi-Modal Improvements

Project Description	Total Cost	Growth Share	Growth Cost
Stypmann Neighborhood Sidewalk Improvements	\$200,000	90%	\$180,000
Hainey Creek Path & Trailway	\$250,000	90%	\$225,000
Riverside Park Neighborhood Sidewalk / Streetscape Improvements	\$1,500,000	90%	\$1,350,000
SE Dixie Hwy Sidewalk / Streetscape Improvements	\$550,000	90%	\$495,000
MLK Blvd Streetscape Improvements	\$575,000	90%	\$517,500
Downtown Courtesy Dock	\$2,000,000	90%	\$1,800,000
Dixie Highway Sidewalk Extension (SE 14th St to SE Florida St)	\$550,000	90%	\$495,000
Total	\$5,625,000		\$5,062,500

Source: City of Stuart, Florida

The analysis allocates the growth cost of planned multi-modal improvements to the 10-year increase in person trips. This results in a cost of \$87.58 per person trip (5,062,500 growth cost / 57,802 person trips from future development).

Figure M3: Cost Allocation

Cost Factors	
Total Cost	\$5,062,500
÷ 10-Year Person Trip Increase	57,802
Cost per Person Trip	\$87.58

PROJECTED DEMAND FOR SERVICES AND COSTS

Multi-Modal Improvements – Plan-Based

To accommodate development over the next 10 years, Stuart plans to construct multi-modal improvements. Shown below in Figure M4, multiplying average weekday person trip ends and trip adjustment factors (discussed further in Appendix B) by Stuart's existing development units provides the average weekday person trips generated by existing development. An example calculation for single-family units is 13.71 average weekday person trip ends per housing unit X 61 percent trip adjustment factor X 3,750 single-family units equals 31,362 single-family trips on an average weekday. As shown below, existing development in Stuart generates 219,474 person trips on an average weekday. Based on projected development over the next 10 years, Stuart will generate 277,277 person trips on an average weekday in 2032 – an increase of 57,802 trips.

Figure M4: Average Weekday Person Trips

Development Type	Dev Unit	ITE Code	AWPTE per Unit	Trip Adjustment	2022 Dev Units	2022 Person Trips
Single Family	HU	210	13.71	61%	3,750	31,362
Multi-Family	HU	221	8.21	61%	6,343	31,766
Industrial	KSF	130	6.64	50%	1,911	6,345
Commercial	KSF	820	72.97	33%	3,296	79,365
Office & Other Services	KSF	710	21.37	50%	5,722	61,140
Institutional	KSF	610	21.23	33%	1,356	9,497
Total						219,474

Stuart, Florida		Base	1	2	3	4	5	10	10-Year Increase
		2022	2023	2024	2025	2026	2027	2032	
Development	Single Family Units	3,750	3,836	3,922	4,008	4,033	4,058	4,177	427
	Multi-Family Units	6,343	6,637	6,931	7,225	7,260	7,296	7,463	1,120
	Industrial KSF	1,911	1,940	1,969	1,998	2,038	2,089	2,505	594
	Commercial KSF	3,296	3,345	3,395	3,446	3,515	3,603	4,321	1,025
	Office & Other Services KSF	5,722	5,808	5,895	5,983	6,103	6,256	7,502	1,780
	Institutional KSF	1,356	1,376	1,396	1,417	1,446	1,482	1,777	422
Avg Weekday Person Trips	Single-Family Trips	31,362	32,081	32,800	33,519	33,728	33,937	34,933	3,571
	Multi-Family Trips	31,766	33,239	34,711	36,184	36,359	36,539	37,375	5,609
	Residential Trips	63,128	65,320	67,511	69,703	70,087	70,477	72,308	9,180
	Industrial Trips	6,345	6,440	6,537	6,635	6,767	6,937	8,318	1,973
	Commercial Trips	79,365	80,555	81,764	82,990	84,650	86,766	104,047	24,682
	Office & Other Services Trips	61,140	62,057	62,988	63,933	65,212	66,842	80,154	19,014
	Institutional Trips	9,497	9,639	9,784	9,930	10,129	10,382	12,450	2,953
	Nonresidential Trips	156,346	158,692	161,072	163,488	166,758	170,927	204,969	48,622
	Total Person Trips	219,474	224,011	228,583	233,191	236,845	241,403	277,277	57,802

CREDITS

A credit is not necessary for multi-modal impact fees.

MAXIMUM JUSTIFIABLE MULTI-MODAL IMPACT FEES

Infrastructure components and cost factors for multi-modal impact fees are summarized in the upper portion of Figure M5. The cost for multi-modal impact fees is \$87.58 per person trip.

Multi-modal impact fees for residential development are assessed according to the number of person trips generated per household. The single-family fee of \$732 is calculated using a cost of \$87.58 per trip multiplied by 8.36 person trips per single-family unit.

Multi-modal impact fees for nonresidential development are assessed according to the number of person trips generated per 1,000 square feet of floor area. The industrial fee of \$291 per 1,000 square feet is calculated using a cost of \$87.58 per trip multiplied by 3.32 person trips per 1,000 square feet of industrial development.

Figure M5: Schedule of Maximum Justifiable Multi-Modal Impact Fees

Fee Component	Cost per Trip
Multi-Modal Improvements	\$87.58

Residential Fees per Unit				
Development Type	Person Trips per Household ¹	Proposed Fees	Current Fees	Increase / (Decrease)
Single Family	8.36	\$732	\$1,202	(\$470)
Multi-Family	5.01	\$439	\$840	(\$401)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Person Trips per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Increase / (Decrease)
Industrial	3.32	\$291	\$242	\$49
Commercial	24.08	\$2,109	\$1,618	\$491
Office & Other Services	10.69	\$936	\$700	\$236
Institutional	7.01	\$614	\$646	(\$32)

1. See Land Use Assumptions

MAXIMUM JUSTIFIABLE MULTI-MODAL IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the maximum justifiable multi-modal impact fees shown on the previous page. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease along with impact fee revenue. Over the next 10 years, projected impact fee revenue equals \$5,063,344 and projected expenditures equal \$5,625,000. Existing development's share of multi-modal infrastructure costs must be funded with non-impact fee revenues.

Figure M6: Projected Maximum Justifiable Multi-Modal Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Multi-Modal Improvements	\$5,062,500	\$562,500	\$5,625,000
Total	\$5,062,500	\$562,500	\$5,625,000

		Single Family \$732 per unit	Multi-Family \$439 per unit	Industrial \$291 per sq ft	Commercial \$2,109 per sq ft	Office & Other \$936 per sq ft	Institutional \$614 per sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2022	3,750	6,343	1,911	3,296	5,722	1,356
Year 1	2023	3,836	6,637	1,940	3,345	5,808	1,376
Year 2	2024	3,922	6,931	1,969	3,395	5,895	1,396
Year 3	2025	4,008	7,225	1,998	3,446	5,983	1,417
Year 4	2026	4,033	7,260	2,038	3,515	6,103	1,446
Year 5	2027	4,058	7,296	2,089	3,603	6,256	1,482
Year 6	2028	4,083	7,332	2,152	3,711	6,443	1,526
Year 7	2029	4,109	7,368	2,227	3,841	6,669	1,580
Year 8	2030	4,135	7,404	2,316	3,995	6,936	1,643
Year 9	2031	4,156	7,433	2,409	4,155	7,213	1,709
Year 10	2032	4,177	7,463	2,505	4,321	7,502	1,777
10-Year Increase		427	1,120	594	1,025	1,780	422
Projected Revenue		\$312,564	\$491,680	\$172,951	\$2,161,699	\$1,665,619	\$258,832

Projected Fee Revenue	\$5,063,344
Existing Development Share	\$561,656
Total Expenditures	\$5,625,000

PARKS AND RECREATION IMPACT FEES

METHODOLOGY

The parks and recreation impact fees includes a component for park amenities. The incremental expansion methodology is used for park amenities.

SERVICE AREA

Stuart plans to provide a uniform level of service and equal access to parks within the city limits; therefore, the parks and recreation impact fees will be assessed in a citywide service area.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The parks and recreation impact fees allocate 100 percent of the cost of capital facilities to residential development. The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type.

LEVEL-OF-SERVICE ANALYSIS

Park Amenities – Incremental Expansion

Stuart currently provides 249 park amenities in its existing active, neighborhood, and passive parks, and the City plans to construct additional park amenities to serve future development. Based on recent costs to construct park amenities, the total cost of Stuart’s existing park amenities is \$8,513,145. The weighted average cost is \$34,189 per park amenity (\$8,513,145 total cost / 249 park amenities).

This analysis allocates 100 percent of demand to residential development. Stuart’s existing level of service for residential development is 0.0123 amenities per person (249 amenities X 100 percent residential share / 20,226 persons). Based on the weighted average cost of \$34,189 per amenity, the cost for park amenities is \$420.91 per person (0.0123 amenities per person X \$34,189 per amenity).

Figure PR1: Existing Level of Service and Cost Allocation

Description	Units	Unit Cost	Total Cost
Baseball Field	5	\$500,000	\$2,500,000
Basketball Court	3	\$30,000	\$90,000
Bench	107	\$1,000	\$107,000
Concession Stand	2	\$300,000	\$600,000
Pavillion - Large	5	\$100,000	\$500,000
Pavillion - Small	11	\$20,000	\$220,000
Picnic Table	67	\$700	\$46,900
Playground	7	\$260,000	\$1,820,000
Racquetball Court	4	\$120,000	\$480,000
Restroom	7	\$150,000	\$1,050,000
Shuffleboard Court	15	\$10,000	\$150,000
Soccer Field	3	\$80,000	\$240,000
Tennis Court	7	\$100,000	\$700,000
Water Fountain - Human and Pet	1	\$3,500	\$3,500
Water Fountain - Water Bottle	5	\$1,149	\$5,745
Total	249	\$34,189	\$8,513,145

Cost Factors	
Weighted Average per Amenity	\$34,189

Level-of-Service (LOS) Standards	
Existing Amenities	249
Residential	
Residential Share	100%
2022 Peak Population	20,226
Amenities per Person	0.0123
Cost per Person	\$420.91

Source: Stuart Parks & Recreation Department

PROJECTED DEMAND FOR SERVICES AND COSTS

Park Amenities – Incremental Expansion

Stuart plans to maintain its existing level of service for park amenities over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands 39.9 park amenities (3,241 additional persons X 0.0123 amenities per person) at a cost of \$1,364,141 (39.9 park amenities X \$34,189 per amenity).

Figure PR2: Projected Demand for Park Amenities

Park Amenities		
Level of Service	0.0123	units per person
Capital Cost	\$34,189	per unit

Demand for Park Amenities		
Year	Peak Population	Amenities
2022	20,226	249.0
2023	21,009	258.6
2024	21,792	268.3
2025	22,576	277.9
2026	22,708	279.6
2027	22,841	281.2
2028	22,975	282.8
2029	23,109	284.5
2030	23,245	286.2
2031	23,355	287.5
2032	23,466	288.9
10-Yr Increase	3,241	39.9

Growth-Related Expenditures	\$1,364,141
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CREDITS

A credit is not necessary for parks and recreation impact fees.

MAXIMUM JUSTIFIABLE PARKS AND RECREATION IMPACT FEES

Infrastructure components and cost factors for parks and recreation impact fees are summarized in the upper portion of Figure PR3. The cost for parks and recreation impact fees is \$420.91 per person, and Stuart will not assess parks and recreation impact fees to nonresidential development.

Parks and recreation impact fees for residential development are assessed according to the number of persons per household. The single-family fee of \$1,086 is calculated using a cost of \$420.91 per person multiplied by 2.58 persons per single-family unit.

Figure PR3: Schedule of Maximum Justifiable Parks and Recreation Impact Fees

Fee Component	Cost per Person
Park Amenities	\$420.91

Residential Fees per Unit				
Development Type	Persons per Household ¹	Proposed Fees	Current Fees	Increase / (Decrease)
Single Family	2.58	\$1,086	\$121	\$965
Multi-Family	1.91	\$804	\$65	\$739

1. See Land Use Assumptions

MAXIMUM JUSTIFIABLE PARKS AND RECREATION IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the maximum justifiable parks and recreation impact fees shown on the previous page. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenue equals \$1,364,110 and projected expenditures equal \$1,364,141.

Figure PR4: Projected Maximum Justifiable Parks and Recreation Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Park Amenities	\$1,364,141	\$0	\$1,364,141
Total	\$1,364,141	\$0	\$1,364,141

		Single Family \$1,086 per unit	Multi-Family \$804 per unit
Year		Hsg Unit	Hsg Unit
Base	2022	3,750	6,343
Year 1	2023	3,836	6,637
Year 2	2024	3,922	6,931
Year 3	2025	4,008	7,225
Year 4	2026	4,033	7,260
Year 5	2027	4,058	7,296
Year 6	2028	4,083	7,332
Year 7	2029	4,109	7,368
Year 8	2030	4,135	7,404
Year 9	2031	4,156	7,433
Year 10	2032	4,177	7,463
10-Year Increase		427	1,120
Projected Revenue		\$463,700	\$900,411

Projected Fee Revenue	\$1,364,110
Total Expenditures	\$1,364,141

PUBLIC SAFETY IMPACT FEES

METHODOLOGY

The public safety impact fees include components for public safety facilities, apparatus, vehicles, and equipment. The plan-based methodology is used for fire facilities, police vehicles, and police equipment, and the incremental expansion methodology is used for all other components.

SERVICE AREA

Stuart provides a uniform level of service citywide; therefore, the public safety impact fees will be assessed in a citywide service area.

PROPORTIONATE SHARE

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The public safety impact fees allocate the cost of capital facilities between residential and nonresidential development using 2019-2021 calls for service data. Residential development generates 48 percent of demand for fire services and nonresidential development generates the remaining 52 percent of demand. For police services, residential development generates 32 percent of demand and nonresidential development generates the remaining 68 percent of demand.

Figure PS1: Calls for Service

Fire Calls for Service		
Call Type	2019-2021	Share
Residential	6,659	48%
Nonresidential	7,075	52%
Total	13,734	100%

Source: City of Stuart Fire Rescue Department

Police Calls for Service		
Call Type	2019-2021	Share
Residential	11,503	32%
Nonresidential	24,405	68%
Total	35,908	100%

Source: City of Police Department

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. Since nonresidential calls for service were unavailable by specific nonresidential use (i.e., retail, office, industrial, etc.), TischlerBise recommends using average weekday nonresidential vehicle trips as the best demand indicator for public safety impact fees. Trip generation rates are highest for commercial development, such as a shopping center, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for public safety services from nonresidential development. If the analysis used employees per 1,000 square feet of floor area as the demand indicator, public safety impact fees would be too high for office and institutional development.

LEVEL-OF-SERVICE ANALYSIS

Fire Facilities – Plan-Based

Stuart plans to construct 2,500 square feet of fire facilities to serve future development over the next 10 years. Existing development in Stuart is currently served by 22,500 square feet of fire facilities. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses fire calls for service outlined in Figure PS1. Stuart's existing level of service for residential development is 0.5340 square feet per person (22,500 square feet X 48 percent residential share / 20,226 persons). For nonresidential development, the existing LOS is 0.1475 square feet per vehicle trip (22,500 square feet X 52 percent nonresidential share / 79,305 vehicle trips). If Stuart were to maintain the existing level of service, it would need to construct approximately 5,400 square feet of fire facilities. Since this exceeds the 2,500 square feet of planned facilities, the analysis allocates 100 percent of the planned 2,500 square feet to future development over the next 10 years.

Figure PS2: Existing Level of Service

Description	Square Feet
Fire Station 1 / PSC	20,000
Fire Station 2	2,500
Total	22,500

Level-of-Service (LOS) Standards	
Existing Square Feet	22,500
Residential	
Residential Share	48%
2022 Peak Population	20,226
Square Feet per Person	0.5340
Nonresidential	
Nonresidential Share	52%
2022 Vehicle Trips	79,305
Square Feet per Vehicle Trip	0.1475

Source: City of Stuart Fire Rescue Department

Within the next 10 years, Stuart plans to construct Fire Station 3 consisting of 2,500 square feet at a cost of \$2,000,000. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses fire calls for service outlined in Figure PS1. Stuart's planned level of service for future residential development is 0.3703 square feet per person (2,500 square feet X 48 percent residential share / 3,241 additional persons). For future nonresidential development, the planned LOS is 0.0527 square feet per vehicle trip (2,500 square feet X 52 percent nonresidential share / 24,663 additional vehicle trips). The existing levels of service exceed the planned levels of service so future development will not pay more than its proportionate share of planned fire facility costs.

Based on construction estimates provided by the Stuart Fire Rescue Department, this analysis uses a construction cost of \$800 per square foot. For fire facilities, the cost is \$296.22 per person (0.3703 square feet per person X \$800 per square foot) and \$42.17 per vehicle trip (0.0527 square feet per vehicle trip X \$800 per square foot).

Figure PS3: Planned Level of Service and Cost Allocation

Cost Factors	
Fire Station 3 Cost	\$2,000,000
Fire Station 3 Square Feet	2,500
Cost per Square Foot	\$800

Level-of-Service (LOS) Standards	
Additional Square Feet	2,500
Residential	
Residential Share	48%
10-Year Peak Population Increase	3,241
Square Feet per Person	0.3703
Cost per Person	\$296.22
Nonresidential	
Nonresidential Share	52%
10-Year Vehicle Trip Increase	24,663
Square Feet per Vehicle Trip	0.0527
Cost per Vehicle Trip	\$42.17

Source: City of Stuart Fire Rescue Department

Fire Apparatus – Incremental Expansion

Future development in Stuart will maintain current levels of service by incrementally expanding its existing fleet of five fire apparatus. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses fire calls for service outlined in Figure PS1. Stuart's existing level of service for residential development is 0.00012 units per person (five units X 48 percent residential share / 20,226 persons). For nonresidential development, the existing LOS is 0.00003 units per vehicle trip (five units X 52 percent nonresidential share / 79,305 vehicle trips).

Based on recent acquisition costs provided by the Stuart Fire Rescue Department, the weighted average cost of the existing fleet is \$580,000 per unit. For fire apparatus, the cost is \$68.82 per person (0.00012 units per person X \$580,000 per unit) and \$19.02 per vehicle trip (0.00003 units per vehicle trip X \$580,000 per unit).

Figure PS4: Existing Level of Service and Cost Allocation

Description	Units	Unit Cost	Total Cost
Fire Engine / Pumper	3	\$600,000	\$1,800,000
Fire Mini-Pumper	1	\$200,000	\$200,000
Qunit Ladder Truck	1	\$900,000	\$900,000
Total	5	\$580,000	\$2,900,000

Cost Factors	
Weighted Average per Unit	\$580,000

Level-of-Service (LOS) Standards	
Existing Units	5
Residential	
Residential Share	48%
2022 Peak Population	20,226
Units per Person	0.00012
Cost per Person	\$68.82
Nonresidential	
Nonresidential Share	52%
2022 Vehicle Trips	79,305
Units per Vehicle Trip	0.00003
Cost per Vehicle Trip	\$19.02

Source: City of Stuart Fire Rescue Department

Fire Equipment – Incremental Expansion

Future development in Stuart will maintain current levels of service by incrementally expanding its existing inventory of fire equipment. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses fire calls for service outlined in Figure PS1. Stuart’s existing level of service for residential development is 0.0018 units per person (74 units X 48 percent residential share / 20,226 persons). For nonresidential development, the existing LOS is 0.0005 units per vehicle trip (74 units X 52 percent nonresidential share / 79,305 vehicle trips).

Based on recent acquisition costs provided by the Stuart Fire Rescue Department, the weighted average cost of the existing inventory is \$2,469 per unit. For fire equipment, the cost is \$4.34 per person (0.0018 units per person X \$2,469 per unit) and \$1.20 per vehicle trip (0.0005 units per vehicle trip X \$2,469 per unit).

Figure PS5: Existing Level of Service and Cost Allocation

Description	Units	Unit Cost	Total Cost
Ground Ladders	3	\$2,000	\$6,000
Fire Hose	50	\$1,000	\$50,000
Pike Poles	3	\$500	\$1,500
SCBA	4	\$8,000	\$32,000
Radio	1	\$5,000	\$5,000
TIC	1	\$15,000	\$15,000
Nozzles	6	\$1,200	\$7,200
Extrication Equipment	1	\$40,000	\$40,000
Misc. equipment	1	\$20,000	\$20,000
Saws/Fans	4	\$1,500	\$6,000
Total	74	\$2,469	\$182,700

Cost Factors	
Cost per Unit	\$2,469

Level-of-Service (LOS) Standards	
Existing Units	74
Residential	
Residential Share	48%
2022 Peak Population	20,226
Units per Person	0.0018
Cost per Person	\$4.34
Nonresidential	
Nonresidential Share	52%
2022 Vehicle Trips	79,305
Units per Vehicle Trip	0.0005
Cost per Vehicle Trip	\$1.20

Source: City of Stuart Fire Rescue Department

Police Facilities – Incremental Expansion

Future development in Stuart will maintain current levels of service by incrementally expanding police facilities. Stuart’s existing inventory includes 4,300 square feet of police facilities. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses police calls for service outlined in Figure PS1. Stuart’s existing level of service for residential development is 0.0680 square feet per person (4,300 square feet X 32 percent residential share / 20,226 persons). For nonresidential development, the existing LOS is 0.0369 square feet per vehicle trip (4,300 square feet X 68 percent nonresidential share / 79,305 vehicle trips).

Based on construction estimates provided by the Stuart Police Department, this analysis uses a construction cost of \$800 per square foot. For police facilities, the cost is \$54.43 per person (0.0680 square feet per person X \$800 per square foot) and \$29.50 per vehicle trip (0.0369 square feet per vehicle trip X \$800 per square foot).

Figure PS6: Existing Level of Service and Cost Allocation

Description	Square Feet
Police Headquarters	4,300

Cost Factors	
Cost per Square Foot	\$800

Level-of-Service (LOS) Standards	
Existing Square Feet	4,300
Residential	
Residential Share	32%
2022 Peak Population	20,226
Square Feet per Person	0.0680
Cost per Person	\$54.43
Nonresidential	
Nonresidential Share	68%
2022 Vehicle Trips	79,305
Square Feet per Vehicle Trip	0.0369
Cost per Vehicle Trip	\$29.50

Source: City of Stuart Police Department

Police Vehicles – Plan-Based

Stuart plans to expand its fleet of police vehicles by eight patrol vehicles to serve future development over the next 10 years. Existing development in Stuart is currently served by 67 police vehicles. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses police calls for service outlined in Figure PS1. Stuart’s existing level of service for residential development is 0.00106 units per person (67 units X 32 percent residential share / 20,226 persons). For nonresidential development, the existing LOS is 0.00057 units per vehicle trip (67 units X 68 percent nonresidential share / 79,305 vehicle trips). If Stuart were to maintain the existing level of service, it would need to expand its fleet by approximately 18 police vehicles. Since this exceeds the planned expansion of eight vehicles, the analysis allocates 100 percent of the eight planned vehicles to future development over the next 10 years.

Figure PS7: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Patrol Vehicles	33	\$60,000	\$1,980,000
Unmarked Vehicles	13	\$50,000	\$650,000
Back up Vehicles	14	\$40,000	\$560,000
Marine Patrol 1 (Boat)	1	\$110,000	\$110,000
Marine Patrol 2 (Boat)	1	\$75,000	\$75,000
SWAT & Command Van	2	\$20,000	\$40,000
Segway Pedestrian Patrol	3	\$10,000	\$30,000
Total	67	\$51,418	\$3,445,000

Level-of-Service (LOS) Standards	
Existing Units	67
Residential	
Residential Share	32%
2022 Peak Population	20,226
Units per Person	0.00106
Nonresidential	
Nonresidential Share	68%
2022 Vehicle Trips	79,305
Units per Vehicle Trip	0.00057

Source: City of Stuart Police Department

Within the next 10 years, Stuart plans to expand its fleet by eight patrol vehicles at a cost of \$480,000. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses police calls for service outlined in Figure PS1. Stuart's planned level of service for future residential development is 0.0008 units per person (eight units X 32 percent residential share / 3,241 additional persons). For future nonresidential development, the planned LOS is 0.0002 units per vehicle trip (eight units X 68 percent nonresidential share / 24,663 additional vehicle trips). The existing levels of service exceed the planned levels of service so future development will not pay more than its proportionate share of planned police vehicle costs.

Based on recent patrol vehicle acquisitions provided by the Stuart Police Department, the cost to acquire a patrol vehicle is \$60,000. For police vehicles, the cost is \$47.39 per person (0.0008 units per person X \$60,000 per unit) and \$13.23 per vehicle trip (0.0002 units per vehicle trip X \$60,000 per unit).

Figure PS8: Planned Level of Service and Cost Allocation

Description	Units	Unit Cost	Total Cost
Patrol Vehicles	8	\$60,000	\$480,000

Level-of-Service (LOS) Standards	
Additional Vehicles	8
Residential	
Residential Share	32%
10-Year Peak Population Increase	3,241
Units per Person	0.0008
Cost per Person	\$47.39
Nonresidential	
Nonresidential Share	68%
10-Year Vehicle Trip Increase	24,663
Units per Vehicle Trip	0.0002
Cost per Vehicle Trip	\$13.23

Source: City of Stuart Police Department

Police Equipment – Plan-Based

Stuart plans to expand its inventory of police equipment by 50 units to serve future development over the next 10 years. Existing development in Stuart is currently served by 370 units of police equipment. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses police calls for service outlined in Figure PS1. Stuart’s existing level of service for residential development is 0.00585 units per person (370 units X 32 percent residential share / 20,226 persons). For nonresidential development, the existing LOS is 0.00317 units per vehicle trip (370 units X 68 percent nonresidential share / 79,305 vehicle trips). If Stuart were to maintain the existing level of service, it would need to expand its inventory of police equipment by approximately 97 units. Since this exceeds the planned expansion of 50 units, the analysis allocates 100 percent of the 50 planned units to future development over the next 10 years.

Figure PS9: Existing Level of Service

Description	Units	Unit Cost	Total Cost
In-Car Radios	33	\$5,000	\$165,000
In-Car Laptops	33	\$19,000	\$627,000
In-Car Printers	33	\$11,000	\$363,000
Portable Radios	33	\$350	\$11,550
Radars	33	\$200	\$6,600
Flashlights 2 sets	80	\$500	\$40,000
Guns	40	\$700	\$28,000
Rifles	40	\$1,500	\$60,000
Tasers	40	\$1,500	\$60,000
AED	5	\$650	\$3,250
Total	370	\$3,688	\$1,364,400

Level-of-Service (LOS) Standards	
Existing Units	370
Residential	
Residential Share	32%
2022 Peak Population	20,226
Units per Person	0.00585
Nonresidential	
Nonresidential Share	68%
2022 Vehicle Trips	79,305
Units per Vehicle Trip	0.00317

Source: City of Stuart Police Department

Within the next 10 years, Stuart plans to expand its inventory of police equipment by 50 units. To allocate the proportionate share of demand to residential and nonresidential development, this analysis uses police calls for service outlined in Figure PS1. Stuart's planned level of service for future residential development is 0.00494 units per person (50 units X 32 percent residential share / 3,241 additional persons). For future nonresidential development, the planned LOS is 0.00138 units per vehicle trip (50 units X 68 percent nonresidential share / 24,663 additional vehicle trips). The existing levels of service exceed the planned levels of service so future development will not pay more than its proportionate share of planned police equipment costs.

Based on recent police equipment acquisitions provided by the Stuart Police Department, the weighted average cost of the existing inventory is \$3,688 per unit. For police equipment, the cost is \$18.1 per person (0.00494 units per person X \$3,688 per unit) and \$5.08 per vehicle trip (0.00138 units per vehicle trip X \$3,688 per unit).

Figure PS10: Planned Level of Service and Cost Allocation

Cost Factors	
Weighted Average per Unit	\$3,688

Level-of-Service (LOS) Standards	
Additional Units	50
Residential	
Residential Share	32%
10-Year Peak Population Increase	3,241
Units per Person	0.00494
Cost per Person	\$18.21
Nonresidential	
Nonresidential Share	68%
10-Year Vehicle Trip Increase	24,663
Units per Vehicle Trip	0.00138
Cost per Vehicle Trip	\$5.08

Source: City of Stuart Police Department

PROJECTED DEMAND FOR SERVICES AND COSTS

Fire Facilities – Plan-Based

Stuart plans to construct 2,500 square feet of fire facilities over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands 1,200.0 square feet of fire facilities (3,241 additional persons X 0.3703 square feet per person). With projected nonresidential vehicle trip growth of 24,663 vehicle trips, future nonresidential development demands 1,300.0 square feet of fire facilities (24,663 additional vehicle trips X 0.0527 square feet per vehicle trip). Future development demands 2,500 square feet of fire facilities at a cost of \$2,000,000 (2,500.0 square feet X \$800 per square foot).

Figure PS11: Projected Demand for Fire Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Facilities	0.3703 Square Feet	per Person	\$800
	0.0527 Square Feet	per Vehicle Trip	

Demand for Fire Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2022	20,226	79,305	0.0	0.0	0.0
2023	21,009	80,494	290.1	62.7	352.8
2024	21,792	81,702	580.2	126.3	706.5
2025	22,576	82,927	870.2	190.9	1,061.2
2026	22,708	84,586	919.2	278.4	1,197.5
2027	22,841	86,701	968.4	389.8	1,358.2
2028	22,975	89,302	1,018.0	526.9	1,544.9
2029	23,109	92,427	1,067.8	691.7	1,759.5
2030	23,245	96,124	1,118.0	886.6	2,004.6
2031	23,355	99,969	1,158.9	1,089.2	2,248.1
2032	23,466	103,968	1,200.0	1,300.0	2,500.0
10-Yr Increase	3,241	24,663	1,200.0	1,300.0	2,500.0

Growth-Related Expenditures	\$960,000	\$1,040,000	\$2,000,000
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Fire Apparatus – Incremental Expansion

Stuart plans to maintain its existing level of service for fire apparatus over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands approximately 0.4 units (3,241 additional persons X 0.00012 units per person). With projected nonresidential vehicle trip growth of 24,663 vehicle trips, future nonresidential development demands approximately 0.8 units (24,663 additional vehicle trips X 0.00003 units per vehicle trip). Future development demands approximately 1.2 fire apparatus at a cost of \$692,023 (1.2 units X \$580,000 per unit).

Figure PS12: Projected Demand for Fire Apparatus

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.00012 Units	per Person	\$580,000
	0.00003 Units	per Vehicle Trip	

Demand for Fire Apparatus					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2022	20,226	79,305	2.4	2.6	5.0
2023	21,009	80,494	2.5	2.6	5.1
2024	21,792	81,702	2.6	2.7	5.3
2025	22,576	82,927	2.7	2.7	5.4
2026	22,708	84,586	2.7	2.8	5.5
2027	22,841	86,701	2.7	2.8	5.6
2028	22,975	89,302	2.7	2.9	5.7
2029	23,109	92,427	2.7	3.0	5.8
2030	23,245	96,124	2.8	3.2	5.9
2031	23,355	99,969	2.8	3.3	6.0
2032	23,466	103,968	2.8	3.4	6.2
10-Yr Increase	3,241	24,663	0.4	0.8	1.2

Growth-Related Expenditures	\$223,048	\$468,975	\$692,023
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Fire Equipment – Incremental Expansion

Stuart plans to maintain its existing level of service for fire equipment over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands approximately 5.7 units (3,241 additional persons X 0.0018 units per person). With projected nonresidential vehicle trip growth of 24,663 vehicle trips, future nonresidential development demands approximately 12.0 units (24,663 additional vehicle trips X 0.0005 units per vehicle trip). Future development demands approximately 17.7 units of fire equipment at a cost of \$43,599 (17.7 units X \$2,469 per unit).

Figure PS13: Projected Demand for Fire Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Equipment	0.0018 Units	per Person	\$2,469
	0.0005 Units	per Vehicle Trip	

Demand for Fire Equipment					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2022	20,226	79,305	35.5	38.5	74.0
2023	21,009	80,494	36.9	39.1	76.0
2024	21,792	81,702	38.3	39.6	77.9
2025	22,576	82,927	39.6	40.2	79.9
2026	22,708	84,586	39.9	41.0	80.9
2027	22,841	86,701	40.1	42.1	82.2
2028	22,975	89,302	40.3	43.3	83.7
2029	23,109	92,427	40.6	44.8	85.4
2030	23,245	96,124	40.8	46.6	87.5
2031	23,355	99,969	41.0	48.5	89.5
2032	23,466	103,968	41.2	50.4	91.7
10-Yr Increase	3,241	24,663	5.7	12.0	17.7

Growth-Related Expenditures	\$14,053	\$29,546	\$43,599
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Police Facilities – Incremental Expansion

Stuart plans to maintain its existing level of service for police facilities over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands approximately 220.5 square feet of police facilities (3,241 additional persons X 0.0680 square feet per person). With projected nonresidential vehicle trip growth of 24,663 vehicle trips, future nonresidential development demands approximately 909.3 square feet of police facilities (24,663 additional vehicle trips X 0.0369 square feet per vehicle trip). Future development demands approximately 1,130 square feet of police facilities at a cost of \$903,858 (1,129.8 square feet X \$800 per square foot).

Figure PS14: Projected Demand for Police Facilities

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Facilities	0.0680 Square Feet	per Person	\$800
	0.0369 Square Feet	per Vehicle Trip	

Demand for Police Facilities					
Year	Peak Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2022	20,226	79,305	1,376.0	2,924.0	4,300.0
2023	21,009	80,494	1,429.3	2,967.9	4,397.2
2024	21,792	81,702	1,482.6	3,012.4	4,495.0
2025	22,576	82,927	1,535.9	3,057.6	4,593.5
2026	22,708	84,586	1,544.9	3,118.7	4,663.6
2027	22,841	86,701	1,553.9	3,196.7	4,750.6
2028	22,975	89,302	1,563.0	3,292.6	4,855.6
2029	23,109	92,427	1,572.2	3,407.8	4,980.0
2030	23,245	96,124	1,581.4	3,544.1	5,125.6
2031	23,355	99,969	1,588.9	3,685.9	5,274.8
2032	23,466	103,968	1,596.5	3,833.3	5,429.8
10-Yr Increase	3,241	24,663	220.5	909.3	1,129.8

Growth-Related Expenditures	\$176,388	\$727,470	\$903,858
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Police Vehicles – Plan-Based

Stuart plans to acquire eight police vehicles over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands approximately 2.6 police vehicles (3,241 additional persons X 0.0008 units per person). With projected nonresidential vehicle trip growth of 24,663 vehicle trips, future nonresidential development demands approximately 5.4 police vehicles (24,663 additional vehicle trips X 0.0002 units per vehicle trip). Future development demands eight police vehicles at a cost of \$480,000 (eight units X \$60,000 per unit).

Figure PS15: Projected Demand for Police Vehicles

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0008 Units	per Person	\$60,000
	0.0002 Units	per Vehicle Trip	

Demand for Police Vehicles					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2022	20,226	79,305	0.0	0.0	0.0
2023	21,009	80,494	0.6	0.3	0.9
2024	21,792	81,702	1.2	0.5	1.8
2025	22,576	82,927	1.9	0.8	2.7
2026	22,708	84,586	2.0	1.2	3.1
2027	22,841	86,701	2.1	1.6	3.7
2028	22,975	89,302	2.2	2.2	4.4
2029	23,109	92,427	2.3	2.9	5.2
2030	23,245	96,124	2.4	3.7	6.1
2031	23,355	99,969	2.5	4.6	7.0
2032	23,466	103,968	2.6	5.4	8.0
10-Yr Increase	3,241	24,663	2.6	5.4	8.0

Growth-Related Expenditures	\$153,600	\$326,400	\$480,000
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Police Equipment – Plan-Based

Stuart plans to expand its inventory of police equipment by 50 units over the next 10 years. Based on a projected population increase of 3,241 persons, future residential development demands approximately 16.0 units (3,241 additional persons X 0.00494 units per person). With projected nonresidential vehicle trip growth of 24,663 vehicle trips, future nonresidential development demands approximately 34.0 units (24,663 additional vehicle trips X 0.00138 units per vehicle trip). Future development demands 50.0 units of police equipment at a cost of \$184,400 (50.0 units X \$3,688 per unit).

Figure PS16: Projected Demand for Police Equipment

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Equipment	0.00494 Units	per Person	\$3,688
	0.00138 Units	per Vehicle Trip	

Demand for Police Equipment					
Year	Peak Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2022	20,226	79,305	0.0	0.0	0.0
2023	21,009	80,494	3.9	1.6	5.5
2024	21,792	81,702	7.7	3.3	11.0
2025	22,576	82,927	11.6	5.0	16.6
2026	22,708	84,586	12.3	7.3	19.5
2027	22,841	86,701	12.9	10.2	23.1
2028	22,975	89,302	13.6	13.8	27.4
2029	23,109	92,427	14.2	18.1	32.3
2030	23,245	96,124	14.9	23.2	38.1
2031	23,355	99,969	15.5	28.5	43.9
2032	23,466	103,968	16.0	34.0	50.0
10-Yr Increase	3,241	24,663	16.0	34.0	50.0

Growth-Related Expenditures	\$59,008	\$125,392	\$184,400
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CREDITS

A credit is not necessary for public safety impact fees.

MAXIMUM JUSTIFIABLE PUBLIC SAFETY IMPACT FEES

Infrastructure components and cost factors for public safety impact fees are summarized in the upper portion of Figure PS17. The cost for public safety impact fees is \$489.41 per person and \$110.20 per vehicle trip.

Public safety impact fees for residential development are assessed according to the number of persons per household. The single-family fee of \$1,263 is calculated using a cost of \$489.41 per person multiplied by 2.58 persons per single-family unit.

Public safety impact fees for nonresidential development are assessed according to the number of vehicle trips generated per 1,000 square feet of floor area. The industrial fee of \$186 per 1,000 square feet is calculated using a cost of \$110.20 per vehicle trip multiplied by 1.69 vehicle trips per 1,000 square feet of industrial development.

Figure PS17: Schedule of Maximum Justifiable Public Safety Impact Fees

Fee Component	Cost per Person	Cost per Veh Trip
Fire Facilities	\$296.22	\$42.17
Fire Apparatus	\$68.82	\$19.02
Fire Equipment	\$4.34	\$1.20
Police Facilities	\$54.43	\$29.50
Police Vehicles	\$47.39	\$13.23
Police Equipment	\$18.21	\$5.08
Total	\$489.41	\$110.20

Residential Fees per Unit				
Development Type	Persons per Household ¹	Proposed Fees	Current Fees	Increase / (Decrease)
Single Family	2.58	\$1,263	\$758	\$505
Multi-Family	1.91	\$935	\$409	\$526

Nonresidential Fees per 1,000 Square Feet				
Development Type	AWVT per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Increase / (Decrease)
Industrial	1.69	\$186	\$327	(\$141)
Commercial	12.21	\$1,346	\$509	\$837
Office & Other Services	5.42	\$597	\$631	(\$34)
Institutional	3.55	\$392	\$227	\$165

1. See Land Use Assumptions

MAXIMUM JUSTIFIABLE PUBLIC SAFETY IMPACT FEE REVENUE

Projected fee revenue shown below is based on the development projections in Appendix B and the maximum justifiable public safety impact fees shown on the previous page. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue. Over the next 10 years, projected impact fee revenues equal \$4,303,821 and projected expenditures equal \$4,303,880.

Figure PS18: Projected Maximum Justifiable Public Safety Impact Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Facilities	\$2,000,000	\$0	\$2,000,000
Fire Apparatus	\$692,023	\$0	\$692,023
Fire Equipment	\$43,599	\$0	\$43,599
Police Facilities	\$903,858	\$0	\$903,858
Police Vehicles	\$480,000	\$0	\$480,000
Police Equipment	\$184,400	\$0	\$184,400
Total	\$4,303,880	\$0	\$4,303,880

		Single Family \$1,263 per unit	Multi-Family \$935 per unit	Industrial \$186 per KSF	Commercial \$1,346 per KSF	Office & Other \$597 per KSF	Institutional \$392 per KSF
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2022	3,750	6,343	1,911	3,296	5,722	1,356
Year 1	2023	3,836	6,637	1,940	3,345	5,808	1,376
Year 2	2024	3,922	6,931	1,969	3,395	5,895	1,396
Year 3	2025	4,008	7,225	1,998	3,446	5,983	1,417
Year 4	2026	4,033	7,260	2,038	3,515	6,103	1,446
Year 5	2027	4,058	7,296	2,089	3,603	6,256	1,482
Year 6	2028	4,083	7,332	2,152	3,711	6,443	1,526
Year 7	2029	4,109	7,368	2,227	3,841	6,669	1,580
Year 8	2030	4,135	7,404	2,316	3,995	6,936	1,643
Year 9	2031	4,156	7,433	2,409	4,155	7,213	1,709
Year 10	2032	4,177	7,463	2,505	4,321	7,502	1,777
10-Year Increase		427	1,120	594	1,025	1,780	422
Projected Revenue		\$539,160	\$1,046,940	\$110,294	\$1,379,491	\$1,062,836	\$165,100

Projected Fee Revenue	\$4,303,821
Total Expenditures	\$4,303,880

APPENDIX A: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Stuart will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e., number of residential units).

Single-Family Units:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.

Multi-Family Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

NONRESIDENTIAL DEVELOPMENT

As discussed below, the nonresidential development categories are defined by Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). Stuart will collect impact fees from all new nonresidential development. One-time impact fees are determined by site capacity (i.e., square feet).

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment uses, and places of lodging. By way of example, *commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *industrial* includes manufacturing plants, utility substations, power generation facilities, telecommunications buildings, distribution warehouses, trucking companies, and data centers.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *institutional* includes schools, universities, churches, daycare facilities, and government buildings.

Office & Other Services: Establishments providing management, administrative, professional, business services, and health services. By way of example, *office & other services* includes banks, business offices, medical offices, hospitals, and veterinary clinics.

APPENDIX B: LAND USE ASSUMPTIONS

SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the Stuart Impact Fee Study include population, housing units, employment, and nonresidential floor area. Based on discussions with staff, TischlerBise projects housing units from the 2022 base year through 2025 based on residential building permit data from 2017 through 2021 and converts projected housing units to population by applying occupancy factors derived from American Community Survey 2016-2020 5-Year Estimates. Beyond 2025, TischlerBise uses Bureau of Economic and Business Research (BEBR) medium series data to project population. For nonresidential development, Stuart staff recommended annual employment growth factors ranging from 1.5 percent in 2023 to 4.0 percent in 2030. To project floor area, TischlerBise applies employment density factors published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021) to projected employment.

Complete development projections are summarized in Figure B18. These projections will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. However, impact fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs faster than anticipated, fee revenue will increase, but Stuart will need to accelerate infrastructure improvements to keep pace with the actual rate of development. Over the next 10 years, development projections indicate an average increase of approximately 155 housing units per year and approximately 382,000 square feet of nonresidential development per year.

RESIDENTIAL DEVELOPMENT

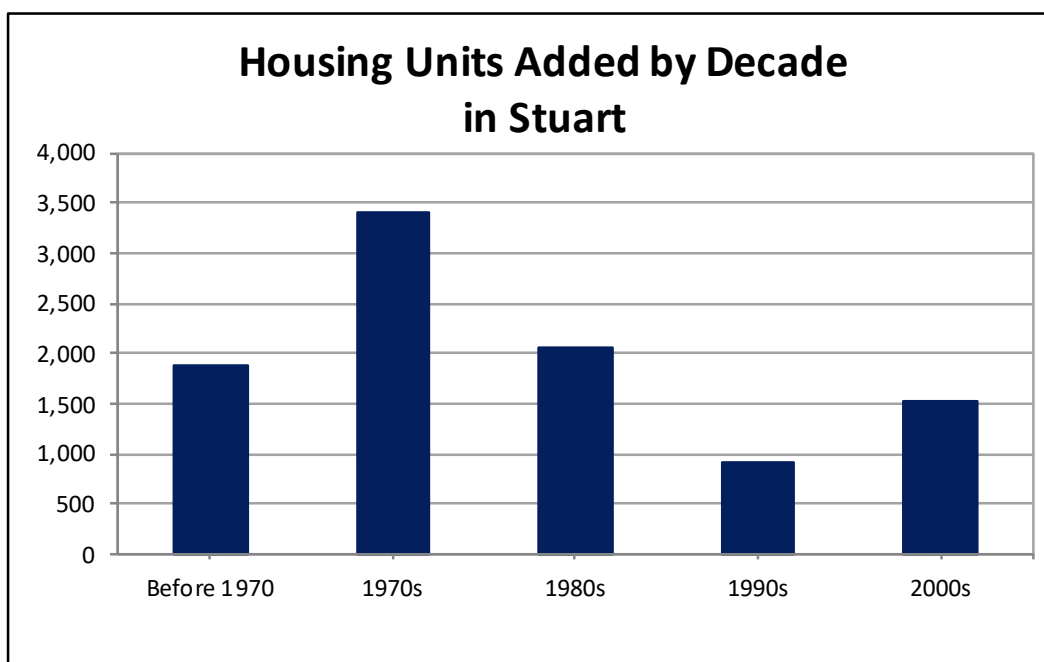
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Impact fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure B1 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. Stuart experienced moderate growth from 2000 to 2020, when housing inventory increased by an average of 46 units per year. Based on permit data, residential construction from 2017-2021 averaged 380 units per year – 86 single-family units and 294 multi-family units.

Figure B1: Housing Units by Decade

Census 2000 Housing Units	8,879	Stuart's housing stock grew by an average of 46 housing units per year from 2000 to 2020.
Census 2020 Housing Units	9,803	
New Housing Units 2000 to 2020	924	



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2000 Summary File 1, 2016-2020 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2020).

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the impact fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends Stuart impose impact fees for residential development according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For impact fees in Stuart, detached, stick-built units and attached units are included in the “Single-Family Unit” category. The “Multi-Family Unit” category includes duplexes, structures with two or more units on an individual parcel of land, mobile homes, boats, RVs, and vans.

Figure B2 below shows the occupancy estimates for Stuart. Single-family units average 2.58 persons per household and multi-family units average 1.91 persons per household.

Figure B2: Occupancy Factors

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy
Single-Family Unit ¹	7,799	3,024	2.58	3,545	2.20	37.8%	14.70%
Multi-Family Unit ²	8,122	4,262	1.91	5,833	1.39	62.2%	26.90%
Total	15,921	7,286	2.19	9,378	1.70	100.0%	22.30%

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates.

1. Includes detached and attached (i.e. townhouses) units.

2. Includes dwellings in structures with two or more units, mobile homes, and all other units.

Residential Estimates

U.S. Census Bureau estimates for Stuart include a 2020 resident population of 17,425 persons living in 8,120 households and a total of 9,803 housing units. For 2020, TischlerBise uses the housing unit mix shown in Figure B2 to estimate housing units by type of unit. To estimate seasonal households, TischlerBise uses American Community Survey 2016-2020 5-Year Estimates and U.S. Census Bureau data to calculate a seasonal household estimate of 847 units. Applying the citywide household occupancy rate of 2.19 persons per household to the estimate of 8,967 peak households results in a peak population of 19,638 persons. This analysis keeps the seasonal population fixed throughout the 10-year study period. Based on recent construction data, TischlerBise estimates for 2022 include 10,093 housing units and a resident population of 18,013 persons. Adding the seasonal population results in a 2022 peak population of 20,226 persons.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

Based on discussions with Stuart staff, the analysis uses 2017-2021 residential construction data to project housing units through 2025 – 86 single-family units per year and 294 multi-family units per year. Beyond 2025, the analysis projects population using the compound annual growth rate calculated from Bureau of Economic and Business Research (BEBR) medium series projections for Martin County – 0.65 percent for 2025-2030 and 0.52 percent for 2030-2035. Based on these projections, Stuart can expect 1,547 additional housing units over the next 10 years. For this study, the analysis assumes the occupancy factors shown in Figure B2 will remain constant. Converting projected housing units to population results in a 10-year peak population increase of 3,241 persons.

Figure B3: Residential Projections

Stuart, Florida	2022	2023	2024	2025	2026	2027	2032	10-Year
	Base Year	1	2	3	4	5	10	Increase
Resident Population								
Single Family	8,663	8,885	9,107	9,329	9,393	9,459	9,765	1,102
Multi-Family	9,350	9,911	10,473	11,034	11,102	11,169	11,488	2,139
Resident Population	18,013	18,796	19,579	20,363	20,495	20,628	21,253	3,241
Seasonal Population	2,213	2,213	2,213	2,213	2,213	2,213	2,213	0
Peak Population	20,226	21,009	21,792	22,576	22,708	22,841	23,466	3,241
Housing Units								
Single Family	3,750	3,836	3,922	4,008	4,033	4,058	4,177	427
Multi-Family	6,343	6,637	6,931	7,225	7,260	7,296	7,463	1,120
Total	10,093	10,473	10,853	11,233	11,293	11,354	11,640	1,547

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Units

In Figure B4, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive employment densities and average weekday vehicle trip ends. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area and has 864 square feet of floor area per employee. Institutional development uses Hospital (ITE 610) and generates 10.77 average weekday vehicle trip ends per 1,000 square feet of floor area and has 350 square feet of floor area per employee. For office & other services development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area and has 307 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area and has 471 square feet of floor area per employee.

Figure B4: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
151	Mini-Warehouse	unit	0.18	na	na	na
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
520	Elementary School	student	2.27	22.50	0.10	na
525	High School	student	1.94	21.95	0.09	na
540	Community College	student	1.15	14.61	0.08	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
760	Research & Dev Center	1,000 Sq Ft	11.08	3.37	3.29	304
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

TischlerBise uses the term jobs to refer to employment by place of work. Shown below in Figure B5, Esri Business Analyst estimates 2021 employment equal to 31,206 jobs. Applying the employment multipliers shown in Figure B4 to the employment estimates by nonresidential category results in a 2021 nonresidential floor area estimate of 12,085,080 square feet. To estimate 2022 employment, TischlerBise applies the 2021 ratio of 1.57 jobs per person (31,206 jobs / 19,897 peak population) to the 2022 peak population estimate of 20,266 persons. For the 2022 base year, TischlerBise estimates include 31,721 jobs and 12,284,523 square feet of nonresidential floor area.

Figure B5: Nonresidential Estimates

Nonresidential Category	2021 Jobs ¹	Percent of Total Jobs	Square Feet per Employee	2021 Estimated Floor Area ²
Industrial ³	2,176	7%	864	1,880,064
Commercial ⁴	6,884	22%	471	3,242,364
Office & Other Services ⁵	18,336	59%	307	5,629,152
Institutional ⁶	3,810	12%	350	1,333,500
Total	31,206	100%		12,085,080

1. Esri Business Analyst, 2021.

2. TischlerBise calculation.

3. Major sectors are Wholesale Trade; Manufacturing.

4. Major sectors are Retail Trade; Accommodation and Food Services.

5. Major sectors are Health Care; Professional, Scientific & Tech Services.

6. Major sectors are Educational Services; Public Administration.

Nonresidential Category	2022 Jobs ¹	Percent of Total Jobs	Square Feet per Employee	2022 Estimated Floor Area ¹
Industrial ²	2,212	7%	864	1,911,091
Commercial ³	6,998	22%	471	3,295,874
Office & Other Services ⁴	18,639	59%	307	5,722,051
Institutional ⁵	3,873	12%	350	1,355,507
Total	31,721	100%		12,284,523

1. TischlerBise calculation.

2. Major sectors are Wholesale Trade; Manufacturing.

3. Major sectors are Retail Trade; Accommodation and Food Services.

4. Major sectors are Health Care; Professional, Scientific & Tech Services.

5. Major sectors are Educational Services; Public Administration.

Nonresidential Projections

To project future nonresidential development, Stuart staff provided annual employment growth rates for each year of the 10-year projection timeline. Based on these estimates, the analysis uses an annual growth rate of 1.5 percent for years 2023-2025, 2.0 percent for 2026, 2.5 percent for 2027, 3.0 percent for 2028, 3.5 percent for 2029, and 4.0 percent for years 2030-2032. This results in a 10-year increase of 9,865 jobs.

To project nonresidential floor area, TischlerBise applies the square feet per employee factors shown in Figure B4 to projected employment. For example, the projected increase of 688 industrial jobs multiplied by 864 square feet per job equals approximately 594,000 square feet of industrial floor area. Shown below in Figure B6, the 10-year increase includes approximately 3,820,000 square feet of additional nonresidential floor area.

Figure B6: Nonresidential Projections

Stuart, Florida	2022	2023	2024	2025	2026	2027	2032	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	2,212	2,245	2,279	2,313	2,359	2,418	2,900	688
Commercial	6,998	7,103	7,209	7,317	7,464	7,650	9,174	2,176
Office & Other Services	18,639	18,918	19,202	19,490	19,880	20,377	24,435	5,796
Institutional	3,873	3,931	3,990	4,050	4,131	4,234	5,077	1,204
Total	31,721	32,197	32,680	33,170	33,833	34,679	41,586	9,865
Nonres. Floor Area (x1,000)								
Industrial	1,911	1,940	1,969	1,998	2,038	2,089	2,505	594
Commercial	3,296	3,345	3,395	3,446	3,515	3,603	4,321	1,025
Office & Other Services	5,722	5,808	5,895	5,983	6,103	6,256	7,502	1,780
Institutional	1,356	1,376	1,396	1,417	1,446	1,482	1,777	422
Total	12,285	12,469	12,656	12,846	13,103	13,430	16,105	3,820

AVERAGE WEEKDAY VEHICLE TRIPS

Stuart will use average weekday vehicle trips (AWVT) for nonresidential public safety impact fees. Components used to determine average weekday vehicle trips include trip generation rates and adjustments for pass-by trips.

Residential Demand Units

As an alternative to simply using the national average trip generation rate for residential development, the ITE publishes regression curve formulas that may be used to derive custom trip generation rates, using local demographic data. Key independent variables needed for the analysis (i.e., vehicles available, housing units, households, and persons) are available from American Community Survey data. Shown below, single-family units generate 7.48 average weekday vehicle trip ends per unit, and multi-family units generate 4.48 average weekday vehicle trip ends per unit.

Figure B7: Average Weekday Vehicle Trip Ends by Housing Type

Tenure by Units in Structure	Vehicles Available ¹	Households by Structure Type ²			Vehicles per HH by Tenure
		Single-Family	Multi-Family	Total	
Owner-Occupied	7,014	2,350	1,796	4,146	1.69
Renter-Occupied	3,837	674	2,466	3,140	1.22
Total	10,851	3,024	4,262	7,286	1.49

Units in Structure	Persons in Households ³	Trip Ends ⁴	Vehicles by Type of Unit	Trip Ends ⁵	Average Trip Ends	Housing Units ⁶	Trip Ends per Housing Unit
Single-Family	7,799	21,726	4,799	31,285	26,505	3,545	7.48
Multi-Family	8,122	28,119	6,052	24,138	26,128	5,833	4.48
Total	15,921	49,845	10,851	55,423	52,634	9,378	5.61

1. Vehicles available by tenure from Table B25046, American Community Survey, 2016-2020 5-Year Estimates.

2. Households by tenure and units in structure from Table B25032, American Community Survey, 2016-2020 5-Year Estimates.

3. Total population in households from Table B25033, American Community Survey, 2016-2020 5-Year Estimates.

4. Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2021). For single-family housing (ITE 210), the fitted curve equation is $\text{EXP}(0.89 \cdot \text{LN}(\text{persons}) + 1.72)$. To approximate the average population of the ITE studies, persons were divided by 14 and the equation result multiplied by 14. For multi-family housing (ITE 220), the fitted curve equation is $(3.47 \cdot \text{persons}) - 64.48$.

5. Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2021). For single-family housing (ITE 210), the fitted curve equation is $\text{EXP}(0.99 \cdot \text{LN}(\text{vehicles}) + 1.93)$. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 19 and the equation result multiplied by 19. For multi-family housing (ITE 220), the fitted curve equation is $(3.94 \cdot \text{vehicles}) + 293.58$.

6. Housing units from Table B25024, American Community Survey, 2016-2020 5-Year Estimates.

Nonresidential Demand Units

In Figure B8, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive average weekday vehicle trip ends. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Hospital (ITE 610) and generates 10.77 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure B8: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Square Feet Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
151	Mini-Warehouse	unit	0.18	na	na	na
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
520	Elementary School	student	2.27	22.50	0.10	na
525	High School	student	1.94	21.95	0.09	na
540	Community College	student	1.15	14.61	0.08	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
760	Research & Dev Center	1,000 Sq Ft	11.08	3.37	3.29	304
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate impact fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further below, the impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 61 percent to account for commuters leaving Apache Junction for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown below, the U.S. Census Bureau's OnTheMap web application indicates 74 percent of resident workers traveled outside of Stuart for work in 2019. In combination, these factors ($0.31 \times 0.50 \times 0.74 = 0.11$) support the additional 11 percent allocation of trips to residential development.

Figure B9: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters ¹	
Employed Residents	6,959
Residents Living and Working in Stuart	1,798
Residents Commuting Outside Stuart for Work	5,161
Percent Commuting out of Stuart	74%
Additional Production Trips ²	11%
Residential Trip Adjustment Factor	61%

1. U.S. Census Bureau, OnTheMap Application (version 6.1.1) and LEHD Origin-Destination Employment

2. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2019 indicate that 74 percent of Stuart's workers travel outside the city for work. In combination, these factors ($0.3099 \times 0.50 \times 0.74 = 0.11$) account for 11 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (11 percent of production trips) for a total of 61 percent.

*<http://nhts.orl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent since these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For an average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to another primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Since attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent – approximately 33 percent of trip ends.

Average Weekday Vehicle Trips

Shown in Figure B10 are the demand indicators for residential and nonresidential land uses related to average weekday vehicle trips (AWVT) generated per housing unit for residential development and per 1,000 square feet of floor area for nonresidential development. To calculate average weekday vehicle trips, multiply average weekday vehicle trip ends by the trip rate adjustment factor. For example, the industrial demand unit of 1.69 average weekday vehicle trips per 1,000 square feet of floor area is the sum of 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area multiplied by a trip rate adjustment factor of 50 percent. Figure B11 includes projected vehicle trips for the 10-year study period.

Figure B10: Average Weekday Vehicle Trips (AWVT) by Development Type

Residential Development			
Development Type	AWVTE per unit ¹	Trip Adjustment ¹	AWVT per Unit
Single Family	7.48	61%	4.56
Multi-Family	4.48	61%	2.73

Nonresidential Development			
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Adjustment ¹	AWVT per 1,000 Sq Ft
Industrial	3.37	50%	1.69
Commercial	37.01	33%	12.21
Office & Other Services	10.84	50%	5.42
Institutional	10.77	33%	3.55

1. See Land Use Assumptions

Figure B11: Vehicle Trip Projections

Stuart, Florida		Base	1	2	3	4	5	10	10-Year
		2022	2023	2024	2025	2026	2027	2032	Increase
Development	Single Family Units	3,750	3,836	3,922	4,008	4,033	4,058	4,177	427
	Multi-Family Units	6,343	6,637	6,931	7,225	7,260	7,296	7,463	1,120
	Industrial KSF	1,911	1,940	1,969	1,998	2,038	2,089	2,505	594
	Commercial KSF	3,296	3,345	3,395	3,446	3,515	3,603	4,321	1,025
	Office & Other Services KSF	5,722	5,808	5,895	5,983	6,103	6,256	7,502	1,780
	Institutional KSF	1,356	1,376	1,396	1,417	1,446	1,482	1,777	422
Avg Weekday Vehicle Trips	Single-Family Trips	17,111	17,503	17,895	18,288	18,402	18,516	19,059	1,948
	Multi-Family Trips	17,334	18,138	18,941	19,744	19,840	19,939	20,395	3,061
	Residential Trips	34,445	35,640	36,836	38,032	38,242	38,454	39,454	5,009
	Industrial Trips	3,220	3,268	3,318	3,367	3,435	3,520	4,222	1,001
	Commercial Trips	40,253	40,857	41,470	42,092	42,934	44,007	52,772	12,518
	Office & Other Services Trips	31,014	31,479	31,951	32,430	33,079	33,906	40,658	9,645
	Institutional Trips	4,818	4,890	4,963	5,038	5,138	5,267	6,316	1,498
	Nonresidential Trips	79,305	80,494	81,702	82,927	84,586	86,701	103,968	24,663
	Total Vehicle Trips	113,749	116,135	118,538	120,960	122,828	125,155	143,422	29,672

AVERAGE WEEKDAY PERSON TRIPS

Stuart will use average weekday person trips (AWPT) for multi-modal impact fees. Components used to determine average weekday person trips include trip generation rates and adjustments for pass-by trips.

Person Trip Methodology

According to the Institute of Transportation Engineers (ITE), there are several elements necessary to calculate person trips. The following equation is provided in the ITE's Trip Generation Handbook (2017):

$$\text{Person trips} = [(\text{vehicle occupancy}) \times (\text{vehicle trips})] + \text{transit trips} + \text{walk trips} + \text{bike trips}$$

To create a more streamlined approach, this study uses “non-motorized trips” as the sum of walk and bike trips. The Trip Generation Handbook outlines the general approach to calculating person trips:

1. **Estimate vehicle trip ends generated by development type.** This study uses the vehicle trip rates found in ITE's Trip Generation Manual (2017).
2. **Determine mode share and vehicle occupancy.** Trip survey data from the National Household Transportation Survey (2017) is used to calculate needed factors.
3. **Convert vehicle trips to person trips.** This conversion calculates the total person trips by combining the vehicle trip mode share and vehicle occupancy.
4. **Calculate the estimated person trips by mode.** The mode share split is applied to the total person trip rate to calculate the specific person trip rate for vehicle, transit, and non-motorized trips per land use.

Residential Demand Units

As an alternative to simply using the national average trip generation rate for residential development, the ITE publishes regression curve formulas that may be used to derive custom trip generation rates, using local demographic data. Key independent variables needed for the analysis (i.e., vehicles available, housing units, households, and persons) are available from American Community Survey data. Shown below, single-family units generate 7.48 average weekday vehicle trip ends per unit, and multi-family units generate 4.48 average weekday vehicle trip ends per unit.

Nonresidential Demand Units

For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Hospital (ITE 610) and generates 10.77 average weekday vehicle trip ends per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Mode Share and Vehicle Occupancy

Data from the National Household Travel Survey (NHTS) is used to approximate the percentage split of total person trips by transportation modes in Stuart. NHTS has been conducting stratified, random surveys for nearly 50 years with the aim to understand the modes and purposes of travel in the US. For this study, the most recent survey, 2017, is refined to create a database of survey responses that is both from similar cities to Stuart and statistically significant. Initially, the national database of responses is refined by location and population, the results are limited to areas in the South Atlantic region (DE, FL, GA, MD, NC, SC, WV, and VA) in a metropolitan statistical area of less than 1 million residents. The database is further filtered to only include responses from urban areas. Lastly, only responses for trips on weekdays are included. As a result, there are 71,782 NHTS responses in the database that are used to approximate the mode splits and vehicle occupancy.

Data from NHTS indicate the purpose of a trip which allows for the mode share and vehicle occupancy to be calculated separately for residential and nonresidential land uses. It is assumed that trips for residential and nonresidential purposes have different characteristics, so by calculating separately the analysis results in more accurate trip factors. There are 38,766 survey responses that are attributed to residential land uses and 33,016 responses attributed to nonresidential land uses. Both databases are well within a 95 percent confidence level with a confidence interval (margin of error) of less than three.³

The transportation mode split for residential purpose trips is listed in Figure B12. Of the 38,766 total trips, 91.1 percent are by vehicle, 0.9 percent transit, and 8.0 percent non-motorized. Additionally, during the vehicle trips there were 58,926 passengers, resulting in an average vehicle occupancy of 1.67 passengers per vehicle trip.

Figure B12: Residential Purpose Person Trips by Mode

Mode	Trips	Share
Vehicle	35,331	91.1%
Transit	347	0.9%
Non-Motorized	3,088	8.0%
Total	38,766	100.0%

Source: National Household Travel Survey (NHTS), 2017;
TischlerBise analysis.

³ A confidence level expresses the certainty that the true mean of the population falls within the confidence interval, the margin of error of the results.

The transportation mode split for nonresidential purpose trips is listed in Figure B13. Of the 33,016 total trips, 91.3 percent are by vehicle, 1.1 percent transit, and 7.6 percent non-motorized. Additionally, during the vehicle trips there were 54,208 passengers, resulting in an average vehicle occupancy of 1.80 passengers per vehicle trip.

Figure B13: Nonresidential Purpose Person Trips by Mode

Mode	Trips	Share
Vehicle	30,154	91.3%
Transit	348	1.1%
Non-Motorized	2,514	7.6%
Total	33,016	100.0%

Source: National Household Travel Survey (NHTS), 2017;
TischlerBise analysis.

Vehicle Trip Ends to Find Total Person Trip Ends

The total person trip end rate for each land use can be calculated using the vehicle trip end rate, vehicle occupancy rate, and vehicle mode share. The following formula to calculate vehicle trip ends is provided in the ITE's Trip Generation Handbook (2017):

$$\text{Vehicle trip ends} = [(\text{person trip ends} \times (\text{vehicle mode share})) / (\text{vehicle occupancy})]$$

This is rearranged to calculate total person trips:

$$\text{Person trip ends} = [(\text{vehicle trip ends}) \times (\text{vehicle occupancy})] / (\text{vehicle mode share})$$

By inputting the vehicle trip rate, vehicle occupancy, and vehicle mode share factors found in prior sections, the daily person trip rate for each land use is found. For example, the daily vehicle trip rate for a single-family housing unit is 7.48, the vehicle occupancy is 1.67, and the vehicle mode share is 91.1 percent. By inputting these factors into the formula, a daily person trip end rate of 13.71 is calculated $([7.48 \text{ vehicle trips} \times 1.67 \text{ occupancy rate}] / [91.1 \text{ percent vehicle mode share}] = 13.71)$. Figure B14 lists the calculated daily person trip end rate for each land use.

Figure B14: Average Weekday Person Trip Ends by Land Use

Development Type	Avg Weekday Vehicle Trip Ends	Vehicle Occupancy Rate	Vehicle Mode Share	Avg Weekday Person Trip Ends
Residential (per housing unit)				
Single Family	7.48	1.67	91.1%	13.71
Multi-Family	4.48	1.67	91.1%	8.21
Nonresidential (per 1,000 square feet)				
Industrial	3.37	1.80	91.3%	6.64
Commercial	37.01	1.80	91.3%	72.97
Office & Other Services	10.84	1.80	91.3%	21.37
Institutional	10.77	1.80	91.3%	21.23

Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021); National Household Travel Survey data, 2017; TischlerBise analysis

Trips Adjustment Factors

A person trip end is the out-bound or in-bound portion of a trip. As a result, so to not double count trips, a standard 50 percent adjustment is applied to trip ends to calculate a person trip. For example, the out-bound trip from a person's home to work is attributed to the housing unit and the trip from work back home is attributed to the employer.

Residential Trip Adjustment

Residential development has a trip adjustment factor of 61 percent to account for commuters leaving Apache Junction for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown below, the U.S. Census Bureau's OnTheMap web application indicates 74 percent of resident workers traveled outside of Stuart for work in 2019. In combination, these factors ($0.31 \times 0.50 \times 0.74 = 0.11$) support the additional 11 percent allocation of trips to residential development.

Nonresidential Trip Adjustment

For commercial and institutional development, the trip adjustment factor is less than 50 percent since these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For an average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to another primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Since attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent – approximately 33 percent of trip ends.

Person Trips by Mode

In Figure B15, the trip adjustment factor and mode share are applied to the person trip end rate of each land use to calculate person trips. For example, a single-family housing unit has a trip adjustment factor is 61 percent and the vehicle mode share is 91.3 percent, resulting in a daily person trip rate of 7.63 for the vehicle mode ($13.71 \text{ person trip ends} \times 0.61 \text{ trip adjustment factor} \times 0.913 \text{ vehicle mode share} = 7.63 \text{ person trips for the vehicle mode}$).

Figure B15: Person Trips by Mode

Development Type	Avg Weekday Person Trip Ends	Trip Adjustment Factor	Average Weekday Person Trips per Unit			
			Total	Vehicle	Transit	Non- Motorized
Residential (per housing unit)						
Single Family	13.71	61%	8.36	7.63	0.09	0.64
Multi-Family	8.21	61%	5.01	4.57	0.06	0.38
Nonresidential (per 1,000 square feet)						
Industrial	6.64	50%	3.32	3.02	0.03	0.27
Commercial / Retail	72.97	33%	24.08	21.94	0.22	1.93
Office / Other Services	21.37	50%	10.69	9.74	0.10	0.86
Institutional	21.23	33%	7.01	6.39	0.06	0.56

Source: Trip Generation, Institute of Transportation Engineers, 11th Edition (2021); National Household Travel Survey data, 2017; TischlerBise analysis

Average Weekday Person Trips

Shown in Figure B16 are the demand indicators related to average weekday person trips (AWPT) generated per housing unit for residential development and per 1,000 square feet of floor area for nonresidential development. To calculate average weekday person trips, multiply average weekday person trip ends by the trip rate adjustment factor. For example, the industrial demand unit of 3.32 average weekday person trips per 1,000 square feet of floor area is the product of 6.64 average weekday person trip ends per 1,000 square feet of floor area multiplied by a trip rate adjustment factor of 50 percent. Figure B19 includes projected person trips for the 10-year study period.

Figure B16: Average Weekday Person Trips (AWPT) by Development Type

Residential Development			
Development Type	AWPTE per unit ¹	Trip Adjustment ¹	AWPT per Unit
Single Family	13.71	61%	8.36
Multi-Family	8.21	61%	5.01

Nonresidential Development			
Development Type	AWPTE per 1,000 Sq Ft ¹	Trip Adjustment ¹	AWPT per 1,000 Sq Ft
Industrial	6.64	50%	3.32
Commercial	72.97	33%	24.08
Office & Other Services	21.37	50%	10.69
Institutional	21.23	33%	7.01

1. See Land Use Assumptions

Figure B17: Person Trip Projections

Stuart, Florida		Base	1	2	3	4	5	10	10-Year
		2022	2023	2024	2025	2026	2027	2032	Increase
Development	Single Family Units	3,750	3,836	3,922	4,008	4,033	4,058	4,177	427
	Multi-Family Units	6,343	6,637	6,931	7,225	7,260	7,296	7,463	1,120
	Industrial KSF	1,911	1,940	1,969	1,998	2,038	2,089	2,505	594
	Commercial KSF	3,296	3,345	3,395	3,446	3,515	3,603	4,321	1,025
	Office & Other Services KSF	5,722	5,808	5,895	5,983	6,103	6,256	7,502	1,780
	Institutional KSF	1,356	1,376	1,396	1,417	1,446	1,482	1,777	422
Avg Weekday Person Trips	Single-Family Trips	31,362	32,081	32,800	33,519	33,728	33,937	34,933	3,571
	Multi-Family Trips	31,766	33,239	34,711	36,184	36,359	36,539	37,375	5,609
	Residential Trips	63,128	65,320	67,511	69,703	70,087	70,477	72,308	9,180
	Industrial Trips	6,345	6,440	6,537	6,635	6,767	6,937	8,318	1,973
	Commercial Trips	79,365	80,555	81,764	82,990	84,650	86,766	104,047	24,682
	Office & Other Services Trips	61,140	62,057	62,988	63,933	65,212	66,842	80,154	19,014
	Institutional Trips	9,497	9,639	9,784	9,930	10,129	10,382	12,450	2,953
	Nonresidential Trips	156,346	158,692	161,072	163,488	166,758	170,927	204,969	48,622
Total Person Trips		219,474	224,011	228,583	233,191	236,845	241,403	277,277	57,802

DEVELOPMENT PROJECTIONS

Provided below are summaries of development projections used in the Impact Fee Study. Development projections are used to illustrate a possible future pace of demand for infrastructure and cash flows resulting from revenues and expenditures associated with those demands.

Figure B18: Development Projections

Stuart, Florida	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Resident Population												
Single Family	8,663	8,885	9,107	9,329	9,393	9,459	9,524	9,590	9,656	9,711	9,765	1,102
Multi-Family	9,350	9,911	10,473	11,034	11,102	11,169	11,238	11,306	11,376	11,432	11,488	2,139
Resident Population	18,013	18,796	19,579	20,363	20,495	20,628	20,762	20,896	21,032	21,142	21,253	3,241
Seasonal Population	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	2,213	0
Peak Population	20,226	21,009	21,792	22,576	22,708	22,841	22,975	23,109	23,245	23,355	23,466	3,241
Housing Units												
Single Family	3,750	3,836	3,922	4,008	4,033	4,058	4,083	4,109	4,135	4,156	4,177	427
Multi-Family	6,343	6,637	6,931	7,225	7,260	7,296	7,332	7,368	7,404	7,433	7,463	1,120
Total	10,093	10,473	10,853	11,233	11,293	11,354	11,415	11,477	11,539	11,589	11,640	1,547
Employment												
Industrial	2,212	2,245	2,279	2,313	2,359	2,418	2,491	2,578	2,681	2,788	2,900	688
Commercial	6,998	7,103	7,209	7,317	7,464	7,650	7,880	8,155	8,482	8,821	9,174	2,176
Office & Other Services	18,639	18,918	19,202	19,490	19,880	20,377	20,988	21,723	22,592	23,495	24,435	5,796
Institutional	3,873	3,931	3,990	4,050	4,131	4,234	4,361	4,514	4,694	4,882	5,077	1,204
Total	31,721	32,197	32,680	33,170	33,833	34,679	35,720	36,970	38,449	39,986	41,586	9,865
Nonres. Floor Area (x1,000)												
Industrial	1,911	1,940	1,969	1,998	2,038	2,089	2,152	2,227	2,316	2,409	2,505	594
Commercial	3,296	3,345	3,395	3,446	3,515	3,603	3,711	3,841	3,995	4,155	4,321	1,025
Office & Other Services	5,722	5,808	5,895	5,983	6,103	6,256	6,443	6,669	6,936	7,213	7,502	1,780
Institutional	1,356	1,376	1,396	1,417	1,446	1,482	1,526	1,580	1,643	1,709	1,777	422
Total	12,285	12,469	12,656	12,846	13,103	13,430	13,833	14,317	14,890	15,485	16,105	3,820

Provided below are projection summaries for vehicle trips in Figure B19 and person trips in Figure B20 used in the Impact Fee Study.

Figure B19: Vehicle Trip Projections

Stuart, Florida		Base	1	2	3	4	5	6	7	8	9	10	10-Year Increase
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Development	Single Family Units	3,750	3,836	3,922	4,008	4,033	4,058	4,083	4,109	4,135	4,156	4,177	427
	Multi-Family Units	6,343	6,637	6,931	7,225	7,260	7,296	7,332	7,368	7,404	7,433	7,463	1,120
	Industrial KSF	1,911	1,940	1,969	1,998	2,038	2,089	2,152	2,227	2,316	2,409	2,505	594
	Commercial KSF	3,296	3,345	3,395	3,446	3,515	3,603	3,711	3,841	3,995	4,155	4,321	1,025
	Office & Other Services KSF	5,722	5,808	5,895	5,983	6,103	6,256	6,443	6,669	6,936	7,213	7,502	1,780
	Institutional KSF	1,356	1,376	1,396	1,417	1,446	1,482	1,526	1,580	1,643	1,709	1,777	422
Avg Weekday Vehicle Trips	Single-Family Trips	17,111	17,503	17,895	18,288	18,402	18,516	18,630	18,749	18,867	18,963	19,059	1,948
	Multi-Family Trips	17,334	18,138	18,941	19,744	19,840	19,939	20,037	20,135	20,234	20,313	20,395	3,061
	Residential Trips	34,445	35,640	36,836	38,032	38,242	38,454	38,667	38,884	39,101	39,276	39,454	5,009
	Industrial Trips	3,220	3,268	3,318	3,367	3,435	3,520	3,626	3,753	3,903	4,059	4,222	1,001
	Commercial Trips	40,253	40,857	41,470	42,092	42,934	44,007	45,328	46,914	48,791	50,742	52,772	12,518
	Office & Other Services Trips	31,014	31,479	31,951	32,430	33,079	33,906	34,923	36,145	37,591	39,095	40,658	9,645
	Institutional Trips	4,818	4,890	4,963	5,038	5,138	5,267	5,425	5,615	5,839	6,073	6,316	1,498
	Nonresidential Trips	79,305	80,494	81,702	82,927	84,586	86,701	89,302	92,427	96,124	99,969	103,968	24,663
	Total Vehicle Trips	113,749	116,135	118,538	120,960	122,828	125,155	127,968	131,311	135,225	139,245	143,422	29,672

Figure B20: Person Trip Projections

Stuart, Florida		Base	1	2	3	4	5	6	7	8	9	10	10-Year Increase
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Development	Single Family Units	3,750	3,836	3,922	4,008	4,033	4,058	4,083	4,109	4,135	4,156	4,177	427
	Multi-Family Units	6,343	6,637	6,931	7,225	7,260	7,296	7,332	7,368	7,404	7,433	7,463	1,120
	Industrial KSF	1,911	1,940	1,969	1,998	2,038	2,089	2,152	2,227	2,316	2,409	2,505	594
	Commercial KSF	3,296	3,345	3,395	3,446	3,515	3,603	3,711	3,841	3,995	4,155	4,321	1,025
	Office & Other Services KSF	5,722	5,808	5,895	5,983	6,103	6,256	6,443	6,669	6,936	7,213	7,502	1,780
	Institutional KSF	1,356	1,376	1,396	1,417	1,446	1,482	1,526	1,580	1,643	1,709	1,777	422
Avg Weekday Person Trips	Single-Family Trips	31,362	32,081	32,800	33,519	33,728	33,937	34,147	34,364	34,581	34,757	34,933	3,571
	Multi-Family Trips	31,766	33,239	34,711	36,184	36,359	36,539	36,719	36,900	37,080	37,225	37,375	5,609
	Residential Trips	63,128	65,320	67,511	69,703	70,087	70,477	70,866	71,264	71,661	71,982	72,308	9,180
	Industrial Trips	6,345	6,440	6,537	6,635	6,767	6,937	7,145	7,395	7,690	7,998	8,318	1,973
	Commercial Trips	79,365	80,555	81,764	82,990	84,650	86,766	89,369	92,497	96,197	100,045	104,047	24,682
	Office & Other Services Trips	61,140	62,057	62,988	63,933	65,212	66,842	68,847	71,257	74,107	77,071	80,154	19,014
	Institutional Trips	9,497	9,639	9,784	9,930	10,129	10,382	10,694	11,068	11,511	11,971	12,450	2,953
	Nonresidential Trips	156,346	158,692	161,072	163,488	166,758	170,927	176,055	182,217	189,505	197,085	204,969	48,622
	Total Person Trips	219,474	224,011	228,583	233,191	236,845	241,403	246,921	253,480	261,167	269,068	277,277	57,802

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: David Dyess

Title of Item:

ADOPT MPO VISION ZERO PLAN

RESOLUTION No. 109-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING THE MARTIN MPO VISION ZERO PLAN TO ELIMINATE ALL TRAFFIC RELATED FATALITIES AND SERIOUS INJURIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Martin Metropolitan Planning Organization (MPO) and its partner municipalities are taking a bold stand to no longer accept traffic fatalities and injuries as the status quo. Our commitment is Vision Zero, which is a traffic safety initiative to reduce crashes and eliminate traffic related deaths and serious injuries. This plan provides data and initiatives to further the Vision Zero effort.

Funding Source:

N/A

Recommended Action:

Motion to Approve

ATTACHMENTS:

1. R109-2020 Adopting MPO Vision Zero Plan
2. R109-2022 FINAL-Martin-MPO-Vision-Zero-Plan-06-23-22



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 109-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA ADOPTING THE
MARTIN MPO VISION ZERO PLAN TO ELIMINATE
ALL TRAFFIC RELATED FATALITIES AND
SERIOUS INJURIES; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, traffic crashes are among the leading cause of death and injury within the United States, State of Florida, and Martin County; and

WHEREAS, death and injury on our streets is unacceptable and serious crashes can be preventable; and

WHEREAS, from 2013 to 2017, Martin County had a total of 8,233 crashes that occurred on Martin County's roadways that included 351 fatal and serious injuries, that included 59 fatal and serious injuries for non-motorized crashes, which averages out to having approximately six people seriously injured or killed every five days for the past five years in Martin County; and

WHEREAS, the City of Stuart is hereby recognizing that these crash statistics are not acceptable for citizens, commuters, and tourists who live, work and play in Stuart; and

WHEREAS, the City of Stuart will hereby commit to decreasing these crash statistics by enforcing Vision Zero, which is a safe systems approach and strategy to eliminate all traffic fatalities and serious injuries, while increasing safe, healthy, equitable mobility for all.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA, THAT:**

SECTION 1: The City of Stuart hereby adopts the Vision Zero Plan towards the goal of eliminating traffic deaths and serious injuries to zero.

SECTION 2: The City of Stuart endorses Vision Zero as a comprehensive and collaborative approach that involves all Martin County municipalities, Martin County Sheriff and police agencies, and the Florida Department of Transportation in order to achieve this goal.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28TH day of November, 2022.
ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



MARTIN MPO

Vision Zero Plan

June 2022



ACKNOWLEDGMENTS

Prepared For:



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Stacey Hetherington, Vice Chair, Martin County Commissioner
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Harold Jenkins, Martin County Commissioner
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With Support From:



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I. WHY VISION ZERO?

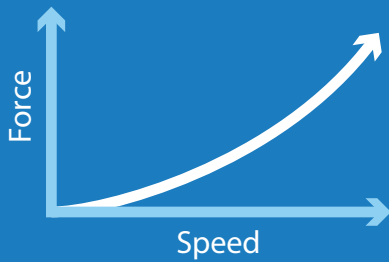
Over the past five years, Martin County has welcomed 10,000 new residents and the number of annual visitors continues to climb. Over the same time, there have been more than 8,000 crashes on roads in Martin County. Of these crashes, 351 resulted in death or serious injury.

The Martin Metropolitan Planning Organization (MPO) and its partner municipalities are taking a bold stand to no longer accept these traffic fatalities and injuries as the status quo. Our commitment is Vision Zero, which is a traffic safety initiative to reduce crashes and eliminate traffic-related deaths and serious injuries. Why? Because one traffic-related death is one too many.

GOAL Vision Zero is simple in its mission:
Eliminate traffic-related fatalities and serious injuries in Martin County.

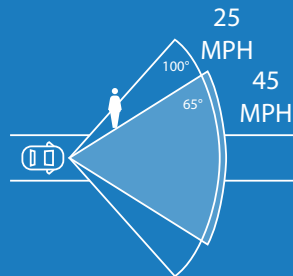
The diagram below describes why high speed crashes are more likely to occur than crashes at lower speeds and, when they do occur, they are more likely to be deadly. A person hit by a vehicle at 23 mph has a 10% chance of dying. At 50 mph, the likelihood of dying is 75%.

1 Crashes at higher speeds are more forceful and thus more likely to be fatal

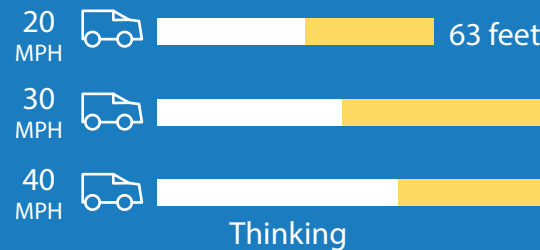


Source: NACTO City Limits: Setting Safe Speed Limits on Urban Streets, 2020

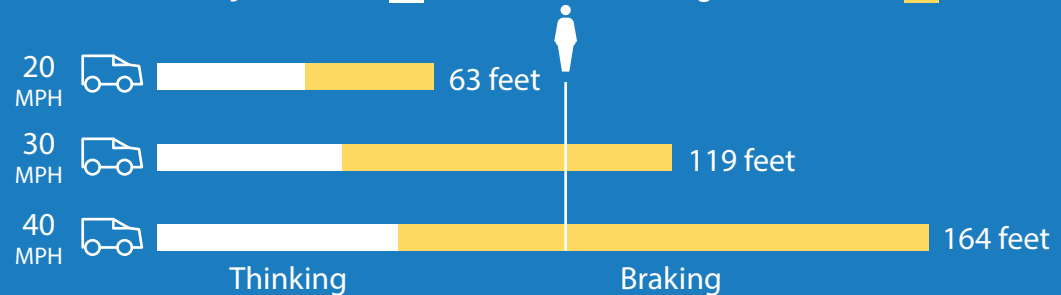
2 Drivers traveling at higher speeds have a narrower field of vision



3 Drivers traveling at higher speeds travel further before they can react



4 Vehicles traveling at higher speeds have longer braking distances



Guiding Principles

The following principles will guide the implementation of the Vision Zero Action Plan.

- 1 Traffic deaths and severe injuries are preventable and unacceptable.
- 2 Protecting human lives takes priority over all other objectives of the road system.
- 3 People will make mistakes on the road and the transportation system will be designed so mistakes are not fatal.
- 4 Reducing vehicle speed is fundamental to safer streets.
- 5 Solutions must be collaborative, equitable, and data-driven.
- 6 Local input is crucial during the planning, prioritization, and implementation of road projects.
- 7 Safety on Martin County streets is everyone's responsibility.
- 8 Our community is accountable for implementing the Vision Zero Action Plan, measuring performance, and responding accordingly.

Build on Adopted Plans and Policies

The MPO and community partners have already made policy changes and project investments to improve traffic safety and create a more complete and connected multimodal transportation system. Previously adopted goals and policies already document the MPO’s commitment to reducing the number of crashes in Martin County. The focus of the Vision Zero Action Plan identifies strategies to reduce crashes that result in serious injuries and fatalities.

Martin MPO Bicycle and Pedestrian Safety Action Plan (Adopted 2016)

The purpose statements connect MPO policy with FDOT policy, an important step to coordinate and secure resources to improve transportation safety in Martin County. Additionally, the plan identifies hotspots where crashes occur more frequently and how programs and projects can be used to improve safety at these hotspot locations.

Martin MPO Bicycle, Pedestrian, and Trail Master Plan (Adopted 2017)

Safety is one of three priority outcomes associated with this plan. This desired outcome aligns with the prior vision established in the MPO’s Bicycle and Pedestrian Safety Action Plan. The Vision Zero Action Plan can carry forward this vision for a safer transportation system. The vision can be achieved by carrying existing projects and programs forward as well as identifying new projects and programs.

Martin MPO Complete Streets: Access to Transit (Adopted 2020)

Safety is one of the primary areas of focus for this study. The desired outcomes include making it safer to walk and bike to and from transit stops in Martin County. The Vision Zero Action Plan will implement the goals of this study by applying Complete Street concepts identified in the study to pedestrian and bicycle infrastructure around transit stops.

Key Performance Measures

These key performance indicators (KPIs) are also identified in the MPO’s 2045 Long Range Transportation Plan. The adopted goal by the MPO and FDOT is to achieve zero serious injuries and fatalities on roadways in Martin County. These KPIs should be reported annually to track trends and progress towards zero.

	Existing*	Goal
All Modes		
Annual Fatalities	17	0
Annual Serious Injuries	53	0
Non-Motorized Fatalities and Serious Injury Crashes		
Fatalities	4	0
Serious Injuries	9	0

*Annual numbers based on five-year average of crash data from 2013 to 2017.

Martin in Motion: 2045 Long Range Transportation Plan (LRTP) (Adopted 2020)

Safety is the first priority outcome described in the vision statement. Additionally, the vision for the transportation system in Martin County is one that supports all modes. The Vision Zero Action Plan will support the LRTP vision by specifically identifying ways to improve safety where the most serious and fatal crashes occur in the County.

II. MARTIN COUNTY'S STORY

Over the past year, the Martin County community has worked to define what and where transportation safety is important and how government, businesses, and citizens can work together.

The work for this plan has also been a continuation of previous and on-going work by the MPO and other community members to address safety needs.

Key MPO plans the Vision Zero Action Plan advances and supports are:

- Martin MPO **Bicycle and Pedestrian Safety Action Plan**, adopted in May 2016
- Martin MPO **Bicycle, Pedestrian, and Trails Master Plan**, adopted in December 2017
- Martin MPO **Complete Streets: Access to Transit Study**, adopted in June 2020
- Martin MPO **Martin in Motion 2045 Long Range Transportation Plan**, adopted in October 2020

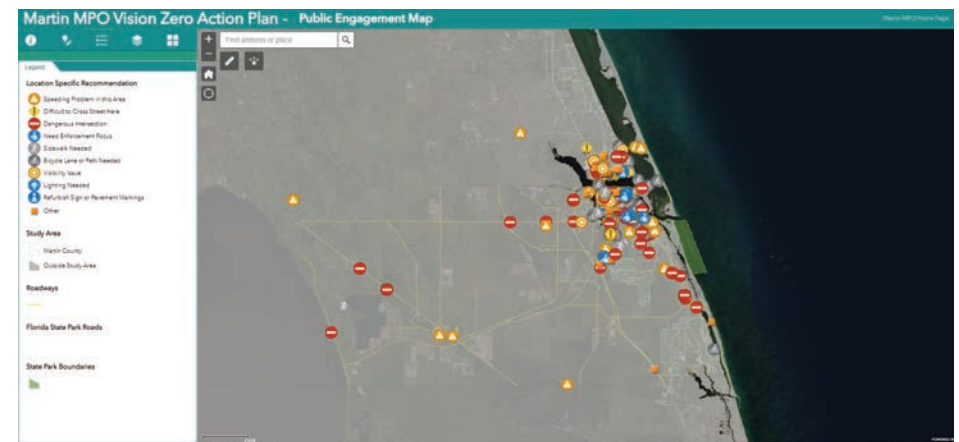


The Vision Zero Martin website serves as a central location for information about the Vision Zero Action Plan, safe street resources, as well as on-going safety activities and ways to get involved.

Public Engagement Summary

This project included education and outreach activities as well as opportunities to provide input and shape recommendations. The project also included the launch of an MPO website specifically focused on Vision Zero information as well as the launch of an interactive online map to identify needs.

Engagement activities included a safety education programs. While a part of this project, these activities are also a part of the MPO's on-going efforts to promote safe streets in Martin County.



The public engagement map for this project allowed the community to provide input about safety needs throughout Martin County. Comments noted are related to speeding problems, difficult street crossings, dangerous intersections, where enforcement is needed, and where there are gaps in the network for sidewalks, bikeways, and street lighting.

Public Outreach

There needs to be a way to get across the road without going a mile out of your way.

Sidewalk is too narrow for kids to bike safely to school.

As traffic comes over the bridge heading south, there is a major speeding problem. This is particularly important as it is very close to downtown and there are increasingly more walkers and bikers.

People ignore these stop signs.

There are kids playing along this road. A speed limit of 40 mph is way too fast!

The sidewalks and crosswalks need pedestrian scale lighting.

Safety Campaign

The safety campaign for the Vision Zero Action Plan included online safety messages posted to the MPO's Facebook page as well as engagement activities in the community. Additionally, a Vision Zero Martin logo was developed to provide consistent branding and recognition for safety campaigns by the MPO and Martin County community partners.



The Vision Zero Logo will be used to link safety efforts to adopted policy in Martin County.



Safety campaigns included social media posts about how to walk and bike safely in Martin County.

Stakeholder Committee

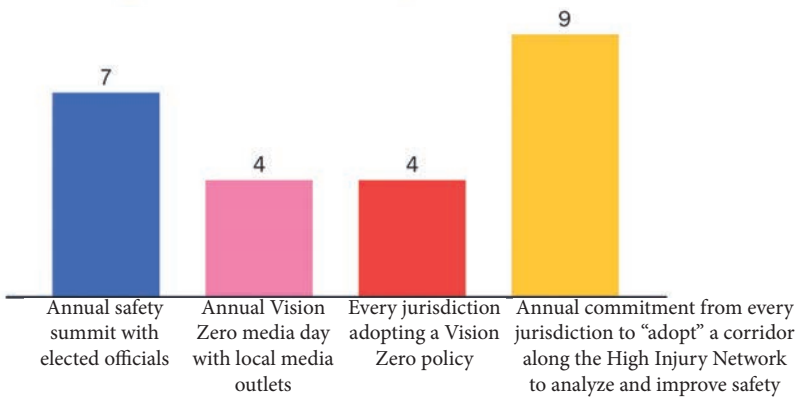
- Two of the Vision Zero Action Plan guiding principles are:
- Safety on Martin County Streets is everyone’s responsibility; and
 - Our community is accountable for implementing Vision Zero, measuring performance, and responding accordingly.

No one organization or individual can improve safety on Martin County’s streets.

As part of the Vision Zero Action Plan, a stakeholder committee was formed to help identify safety needs and strategies for implementation. The group represented diverse responsibilities and perspectives, including local and state government agencies and departments, law enforcement, medical and public health organizations, the business community, and community non-profit organizations.

The committee met three times during the development of this plan. The first meeting focused on identifying safety needs and discussing on-going safety efforts in Martin County. The second meeting focused on identifying implementation priorities. The third meeting focused on providing input about implementation responsibilities and coordinating on-going safety initiatives and projects.

What accountability actions would you be more interested in seeing in Martin County?



The Stakeholder Committee helped identify actions to implement this plan, such as voting for which evaluation and accountability actions the group is most interested in seeing for Martin County.

Stakeholder Committee Representatives

- Martin County Community Redevelopment Agency (CRA)
- Martin County Fire Rescue Department
- Martin County Growth Management Department
- Martin County Public Works Department
- Martin County School District
- Martin County Sheriff’s Office
- Martin County Transit
- City of Stuart Community Redevelopment Agency (CRA)
- City of Stuart Fire Rescue Department
- City of Stuart Police Department
- City of Stuart Public Works Department
- Village of Indiantown
- Town of Jupiter Island
- United Way Martin County
- Cleveland Clinic Martin Health
- House of Hope
- Stuart/Martin County Chamber of Commerce
- Florida Department of Transportation (FDOT) Community Traffic Safety Team
- Florida Department of Transportation (FDOT) Law Enforcement Liaison
- Florida Department of Transportation (FDOT) MPO Liaison
- Florida Department of Transportation (FDOT) Safety Administrator
- Florida Department of Health (FDOH) Martin County

III. UNDERSTANDING THE ISSUES

The Martin MPO's approach to Vision Zero is grounded in research. The findings were used to identify and prioritize strategies to improve safety outcomes on Martin County's roads.

The crash analysis for this plan provides an understanding of trends and context related to traffic crashes in Martin County, particularly those resulting in serious injuries and fatalities.

Traffic crashes in Martin County are not decreasing and the number of serious injury crashes and fatal crashes remains constant on an annual basis. In order to reverse course, significant changes to Martin County's transportation system will need to be made to create a downward trend towards zero serious injuries and deaths. Business as usual will continue to generate preventable injuries and deaths every year.

In terms of crash context, most crashes are occurring in urban areas, on major roads where traffic speeds and volumes are highest, in dry conditions, and when drugs and alcohol are not involved. The top three contributing factors to serious injury and fatal crashes are operating motor vehicle in a careless or negligent manner (28%), failing to yield right-of-way (16%), and no contributing action (13%). People are going to make mistakes and decisions that are negligent or unsafe. The goal of a Vision Zero approach is to design a transportation system where mistakes and decisions aren't fatal. Ultimately, slower streets are safer streets and they are more forgiving of human error.

Crash data for the past five years was analyzed using the Florida Department of Transportation's (FDOT) Crash Analysis Reporting System (CARS). The CARS database is generated with crash data from the Department of Highway Safety and Motor Vehicles (DHSMV) and roadway information from FDOT. It is a central data collection system for traffic crashes in the State of Florida. The analysis excludes crashes that occurred on I-95 and Florida's Turnpike.

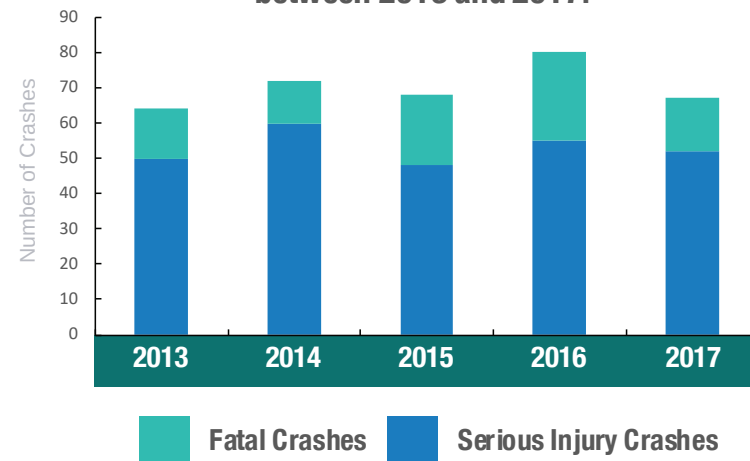
Summary of Findings

Key Findings

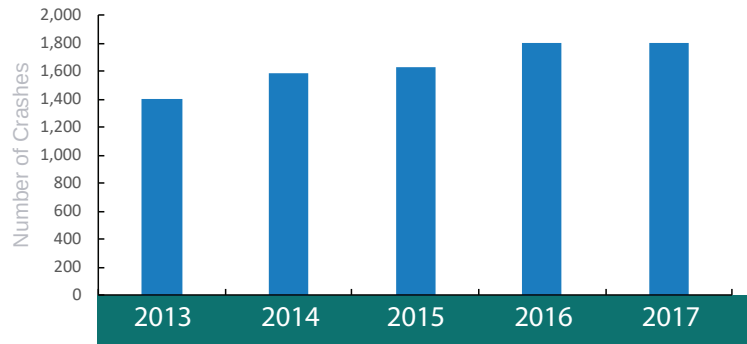
- 8,233 crashes occurred on Martin County's roadways over the past five years.
- Four crashes on average occur every day on Martin County roadways.
- 351 fatal and serious injury crashes occurred on Martin County's roadways over the past five years.
- Every month, six people on average are seriously injured or killed on Martin County roadways.

With a Vision Zero approach, the goal is to design streets that acknowledge and accommodate human behavior in ways that do not result in serious injury or death.

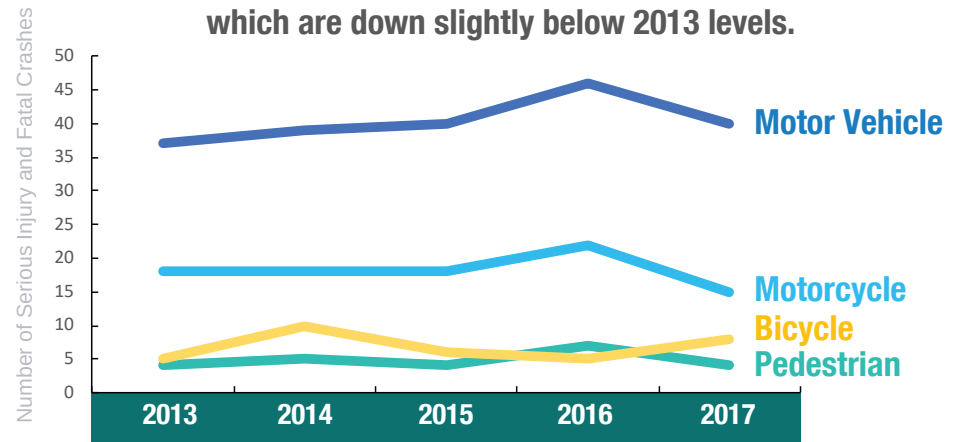
351 crashes involved a fatality or serious injury between 2013 and 2017.



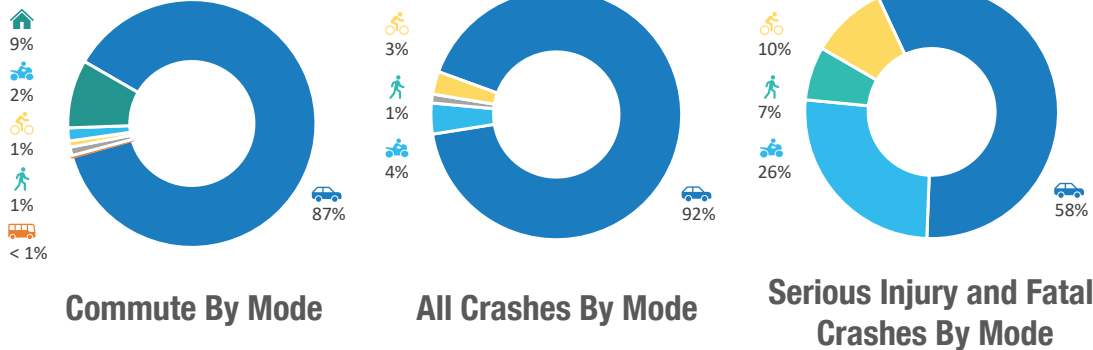
8,233 crashes occurred in Martin County from 2013 to 2017.



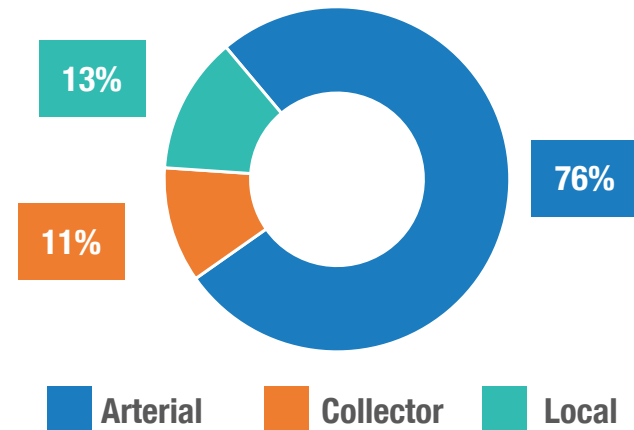
Serious injury and fatal crashes are higher for every mode in 2017 than in 2013, with the exception of motorcycles, which are down slightly below 2013 levels.



People driving motor vehicles account for most of the crashes from 2013 to 2017, particularly serious injury and fatal crashes.



The majority of serious injury and fatal crashes occur on major roadways. These roadways have higher speeds, more vehicular volumes, and more vehicle travel lanes.



IV. HIGH INJURY CRASH NETWORK

All of the serious injury and fatal crashes in Martin County from 2013 to 2017 occurred on just 12% of the roadway network. They are highlighted in yellow on the High Injury Network Map.

Additionally, the top 16 crash segments are those with five or more serious injury and fatal crashes. These segments account for less than 1% of the roadway network and are highlighted in red on the map on the next page.

Concentrating Vision Zero efforts at high crash hot spots can help reduce crashes where they are most prevalent. Proposed safety strategies for these locations are described in the Action Plan chapter.

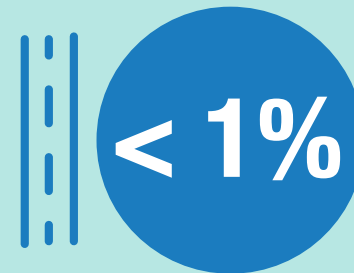
By combining proactive safety strategies with targeted improvements where serious injury and fatal crashes happen most frequently, the Martin County community can collectively work towards zero serious injury and fatal crashes.



Major roads, like US-1, are where the majority of serious injury and fatal crashes occur in Martin County.

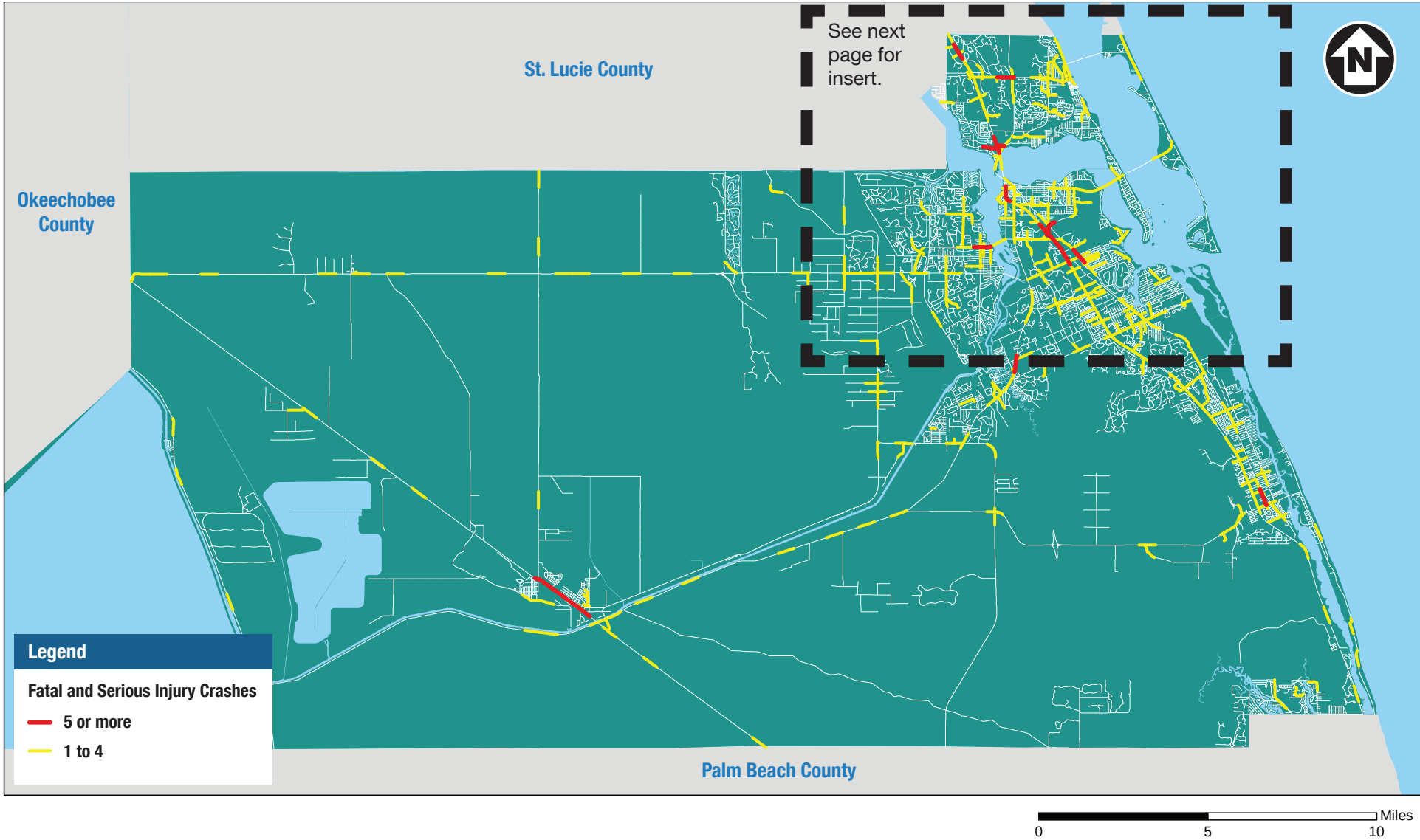


of the roadway network in Martin County is where all of the serious injury and fatal crashes occurred over the past five years.



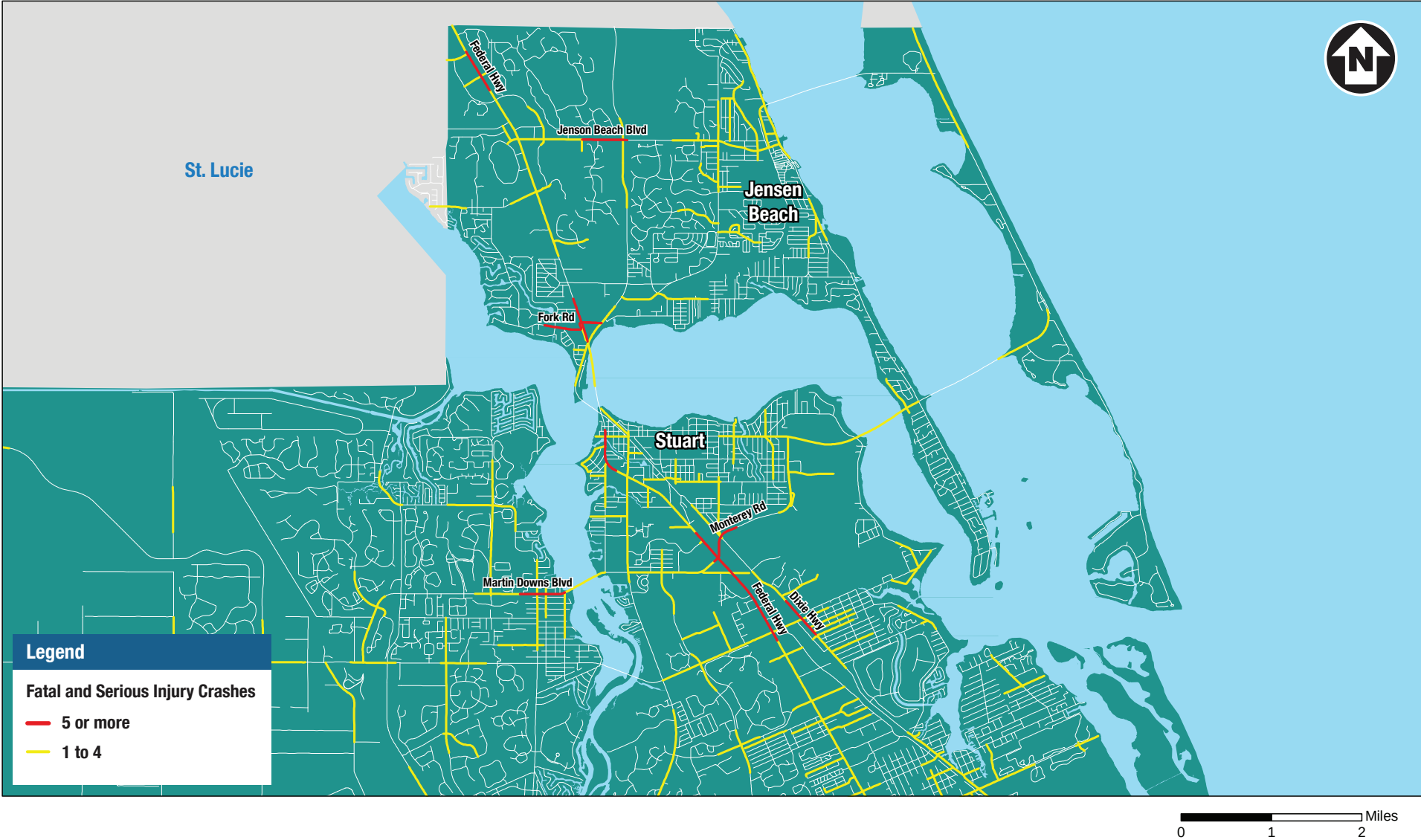
of the roadway network in Martin County is where the top 16 crash segments occurred over the past five years.

High Injury Crash Network Map



Data Source: FDOT CAR Data (July 1, 2013 to June 30, 2018)

High Injury Crash Network Map (insert)



Data Source: FDOT CAR Data (July 1, 2013 to June 30, 2018)

V. VISION ZERO PLAN

The Vision Zero Plan outlines and describes the incremental steps the MPO and its partners will take to achieve the goal of zero serious injuries and fatalities on Martin County streets.

To achieve this goal, the Vision Zero Plan is organized into three focus areas:

Focus Area 1: Safe Streets – More than any other factor, the physical design of streets shape safety outcomes. A safe streets focus includes the physical changes and associated enforcement to create safe conditions on Martin County’s roads.

Focus Area 2: Culture – Achieving Vision Zero will be due in part to a change in travel behavior. Culture-related actions focus on non-infrastructure efforts to educate and encourage safety.

Focus Area 3: Evaluation and Accountability – The cornerstone of Vision Zero is a data-guided approach. Actions will focus on measuring, reporting, and tracking progress.



A key focus for Vision Zero is creating safe streets for all ages, abilities, and travel choices.



Focus Area 1: Safe Streets

Safe Streets actions focus on two topics:

- Systems
- High Injury Network Sites

The **Systems** focus is about being proactive by integrating safety measures on all projects. Every capital project and maintenance project is an opportunity to address safety. By integrating safety into all aspects of street design and maintenance, the Martin County community can be proactive about preventing serious injury and fatal crashes. Additionally, enforcement of traffic laws and safe travel behavior help reduce and deter unsafe behaviors.

The focus on **High Injury Network Sites** is an effort to change conditions where serious injury and fatal crashes occur most frequently. By making safety changes at these locations, the Martin community can make significant strides towards eliminating serious injury and fatal crashes.



A focus for Vision Zero is to create safe streets for all modes. Creating dedicated space for people walking, biking, and driving, like this segment of Jensen Beach Boulevard, is part of a “systems” approach to creating safer streets.

Speed Management

Fatalities on Martin County roads cannot be eliminated without reducing vehicle speeds.

76% of serious injury and fatal crashes occur on arterial roads. Posted speed limits along arterials are 45 MPH or higher, and vehicles are regularly exceeding posted speed limits.

Additionally, 44% of serious injury or fatal crashes are the result of drivers operating motor vehicles in a careless or negligent manner or failing to yield right-of-way. The combination of speed and dangerous driving behavior is a potent combination resulting in serious injuries and fatalities.

Research also supports the relationship between speed and likelihood of fatality. The American Association of State Highway and Transportation Officials (AASHTO) [Highway Safety Manual](#) reports a 1 mph reduction in operating speeds can result in 17% decrease in fatal crashes. A [separate study](#) found that a 10% reduction in average speed results in 19% fewer injury crashes, 27% fewer severe crashes, and 34% fewer fatal crashes.

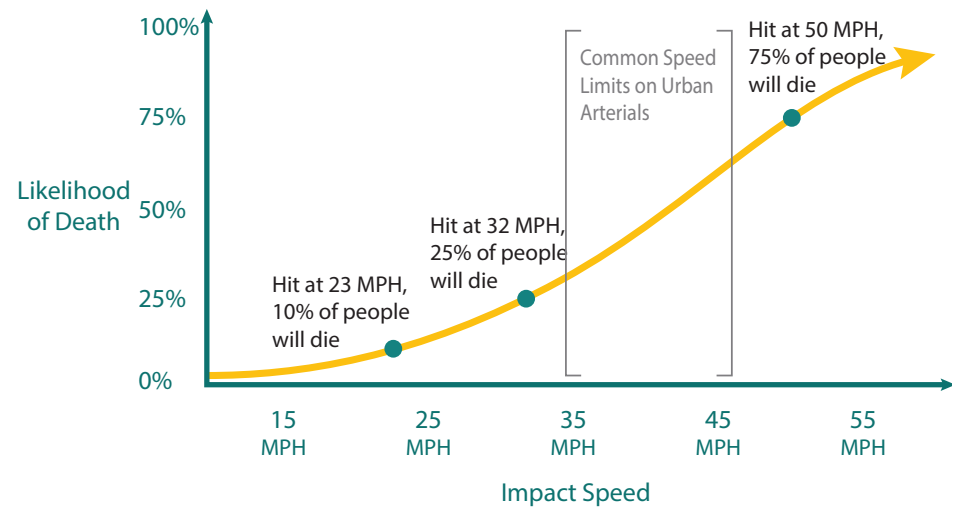
Reducing speed limits can be difficult. State and local regulations as well as default professional standards for traffic engineering can make speed reductions challenging. Speed reductions should be done in combination with other strategies, such as enforcement and street design changes. By working with state and local partners, Martin County can reduce speed limits and vehicle speeds. The outcome will be lives saved.



Speed Management Recommendations

- 1.1 Evaluate speed reduction for MPO-funded projects
- 1.2 Work with partners to review speed limits on the High Injury Network

The Likelihood of Fatality Increases Exponentially with Vehicle Speed



Source: NACTO City Limits

Countermeasures

A cornerstone of a Vision Zero approach to transportation safety is proactive changes to street design and traffic operations.

Countermeasures are researched strategies that have been shown to improve safety and save lives. Countermeasures should be considered with every new transportation project in Martin County. New roads should be designed to promote safe travel behavior that reduce the likelihood of serious injury and fatal crashes.

Additionally, safety studies should be performed at high crash locations on the High Injury Network. The safety studies can identify the type of contributing factors associated with the corridor and identify other context factors that contribute to crashes.

The Federal Highway Administration (FHWA) maintains guidance and research about countermeasures. The guidance should be a regular source for safety strategies and street design in Martin County ([FHWA Safety Countermeasures](#)).

FHWA Countermeasure Categories

SPEED MANAGEMENT



Speed Safety Cameras



Variable Speed Limits



Appropriate Speed Limits for All Road Users

ROADWAY DEPARTURE



Wider Edge Lines



Enhanced Delineation for Horizontal Curves



Longitudinal Rumble Strips and Stripes on Two-Lane Roads



SafetyEdgeSM



Roadside Design Improvements at Curves



Median Barriers

INTERSECTIONS



Backplates with Retroreflective Borders



Corridor Access Management



Dedicated Left- and Right-Turn Lanes at Intersections



Reduced Left-Turn Conflict Intersections



Roundabouts



Systemic Application of Multiple Low-Cost Countermeasures at Stop-Controlled Intersections



Yellow Change Intervals

PEDESTRIANS/BICYCLES



Crosswalk Visibility Enhancements



Bicycle Lanes



Rectangular Rapid Flashing Beacons (RRFB)



Leading Pedestrian Interval



Medians and Pedestrian Refuge Islands in Urban and Suburban Areas



Pedestrian Hybrid Beacons



Road Diets (Roadway Reconfiguration)



Walkways

CROSSCUTTING



Pavement Friction Management



Lighting



Local Road Safety Plans



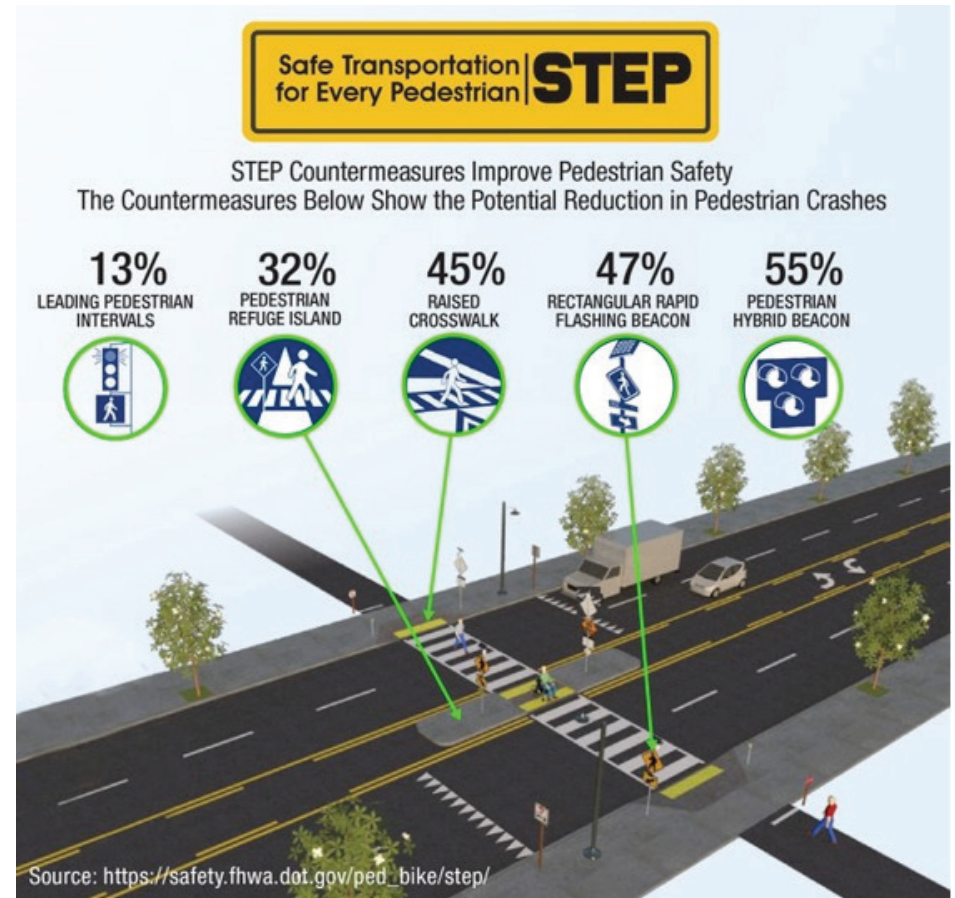
Road Safety Audit

FHWA-SA-21-082

Source: FHWA Proven Safety Countermeasures

Countermeasures Recommendations

- 1.3 Evaluate resurfacing projects annually for safety countermeasure opportunities
- 1.4 Evaluate capital projects annually for safety countermeasure opportunities
- 1.5 Identify where high visibility crosswalks are needed
- 1.6 Review signalized intersections on the High Injury Network to identify candidates for safety improvements
- 1.7 Evaluate High Injury Network corridors for opportunities to narrow lane widths or reduce the number of vehicular lanes
- 1.8 Provide recommendations for Land Development Codes (LDCs) related to safe and connected transportation facility design on an as needed basis
- 1.9 Work with partners to review and update Maintenance of Traffic (MOT) Plan policies related to bicyclist and pedestrian mobility considerations
- 1.10 Work with partners to identify where new lighting is needed along High Injury Network corridors
- 1.11 Identify areas to improve safe access to high activity bus stops in areas of frequent severe injury and fatal crashes
- 1.12 Work with agency partners to identify areas to install bicycle facilities and sidewalks where there is a high frequency of bicycle and pedestrian serious injury and fatal crashes and where there are no existing bicycle facilities or sidewalks
- 1.13 Work with partners to identify potential locations for roundabouts on the High Injury Network
- 1.14 Evaluate elimination of dedicated right-turn lanes along High Injury Network where speed and turning movements are contributing to crash frequency





Traffic calming countermeasures and multimodal improvements, like these completed changes to Mapp Road, improve safety and increase access to destinations by walking, biking, and driving.

Enforcement

Public safety agencies and departments play an important role in reducing traffic-related crashes and promoting safe travel behavior. Enforcement works best when it is implemented in conjunction with education and awareness activities.

Additionally, enforcement should be done equitably. In some cases, enforcement has resulted in alienating under-served communities or over-enforcing certain populations. In other cases, enforcement has focused on victims and the most vulnerable populations. An example is an overemphasis on pedestrian enforcement over vehicular enforcement.

In Martin County, local law enforcement should continue to work with the MPO, FDOT, and local partners to enforce traffic laws, particularly in areas with known safety issues and crash histories.

Enforcement Recommendations

- 1.15 Coordinate with partners to focus on enforcement efforts along the High Injury Network
- 1.16 Recommend increased enforcement activity during seasonal peak periods when crashes are most frequent
- 1.17 Work with FDOT to create a Martin-specific Community Traffic Safety Team (CTST) and hold regular meetings
- 1.18 Incorporate use of data-driven analytics and road safety assessments within each of the respective law enforcement agencies' traffic safety programs



Source: FDOT Alert Today Florida



Enforcement events have been a regular part of public safety initiatives in Martin County and should continue to promote safe travel behavior.

High Injury Network Sites

High Crash sites are roadway segments on the High Injury Network where serious injuries and fatal crashes occur most frequently. The top 5 locations account for 20% of all serious injuries and fatal crashes in Martin County over the past five years. Improving safety at these locations will provide a significant reduction in serious injuries and fatal crashes.

For each site summarized, a Road Safety Audit (RSA) should be conducted. RSA's are formal safety performance examinations of a road by an independent, multidisciplinary team.

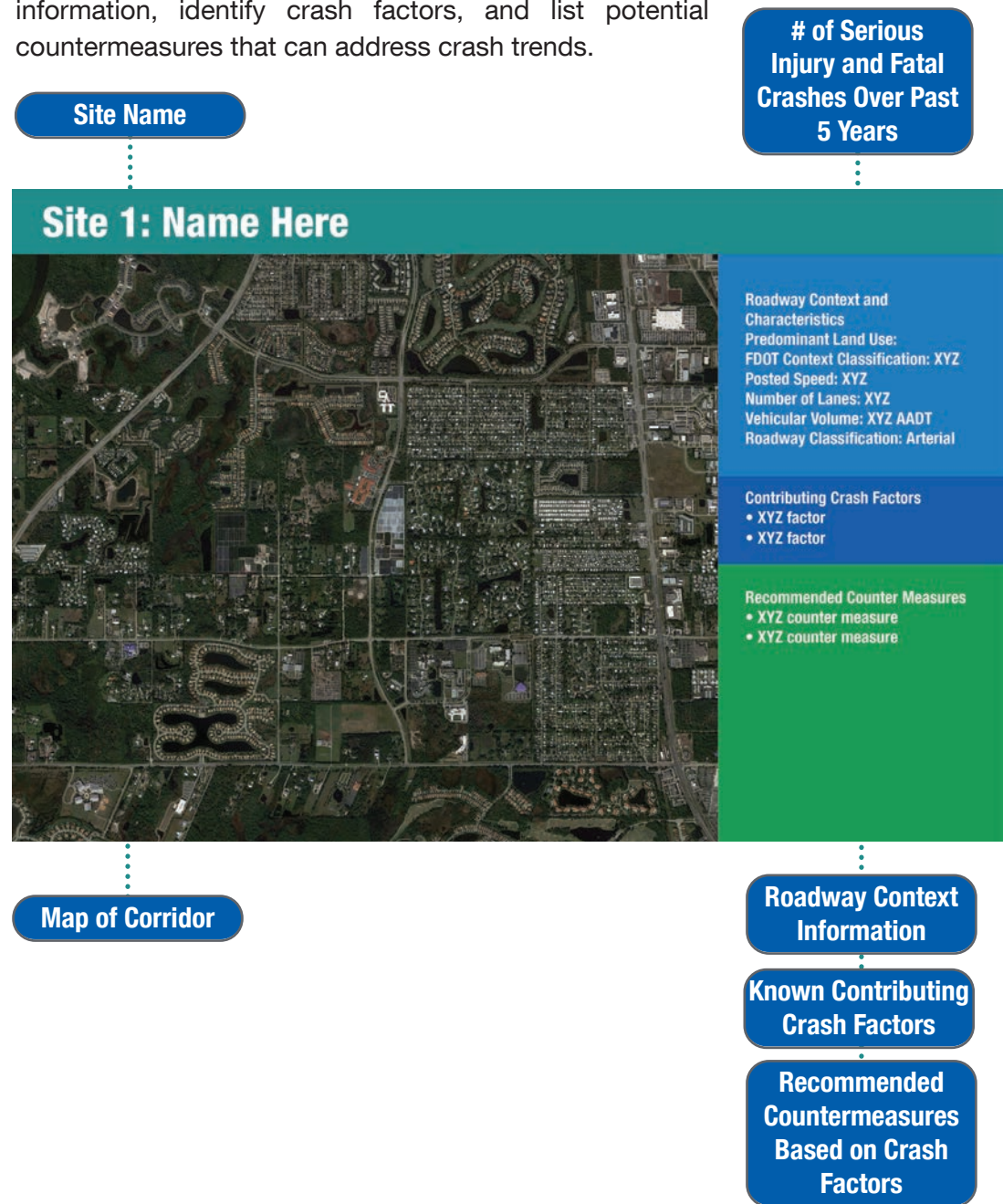
The aim of the RSA is to answer the following questions:

- What elements of the road may present a safety concern?
- What opportunities exist to eliminate or mitigate identified safety concerns?

Additionally, planned capital and maintenance project lists should be reviewed to identify if any projects are scheduled along these corridors. If so, the projects should consider safety countermeasures that address the frequency of serious injuries and fatal crashes at these locations.

High Injury Network Sites Page Layout

The High Crash Site summaries provide the basic context information, identify crash factors, and list potential countermeasures that can address crash trends.



Context Classification

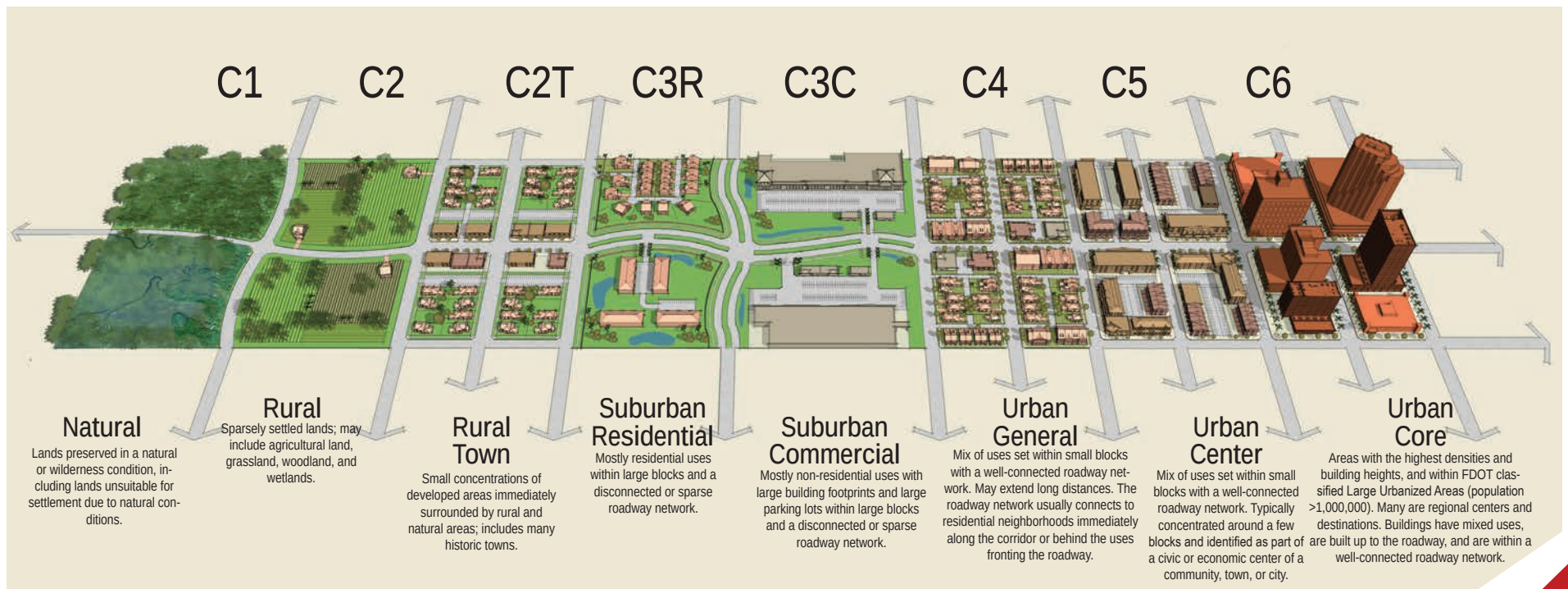
The Florida Department of Transportation (FDOT) has a context classification system to guide decision-making about street design. Streets and roads function differently and generate different travel needs based on development patterns.

For example, a two-lane rural road through farmland in western Martin County is going to function differently than a two-lane street in Downtown Stuart. FDOT has developed preliminary context classifications for all major roads in Martin County. These classifications can be used as a starting point to determine the types of design changes that can be applied to create safer travel conditions. The [FDOT Florida Design Manual](#) (FDM) establishes design criteria and standards for design controls like

design speed, traffic operations, and widths of different street elements such as sidewalks, bike lanes, and travel lanes for vehicles. The FDM uses the context classification system to organize many of the design criteria and standards for a street.

The graphic on the next page provides an example of how the context classification system describes roadway elements and how land use influences roadway design.

The goal for the High Injury Crash Network sites is to align the design of the roadway with the surrounding land use context. The desired outcome is safer streets.



Source: FDOT

Example Street: **Ocean Blvd in Downtown Stuart**
FDOT Context Classification: **C4 Urban General**



Roadway

Frequent intersections, space dedicated to multiple modes, and the scale of the road is oriented to people walking. Speeds are slower than in a suburban or rural context.

Land Use

A mix of uses with buildings that have direct access to sidewalks. Destinations and neighborhoods are within a short walking distance.

Site 1: US 1/SE Federal Hwy From SE Indian St to SE Central Pkwy

26 Serious Injuries and Fatal Crashes



Roadway Context and Characteristics

Predominant Land Use: Retail

FDOT Context Classification: C4-Urban General

Posted Speed: 45 MPH

Number of Lanes: 6-Lane Divided

Vehicular Volume: 45,498 AADT

Roadway Classification: Arterial

Sidewalk: Both Sides

Bicycle: Designated bicycle lanes along both sides

Transit: MARTY Route 1

Contributing Crash Factors

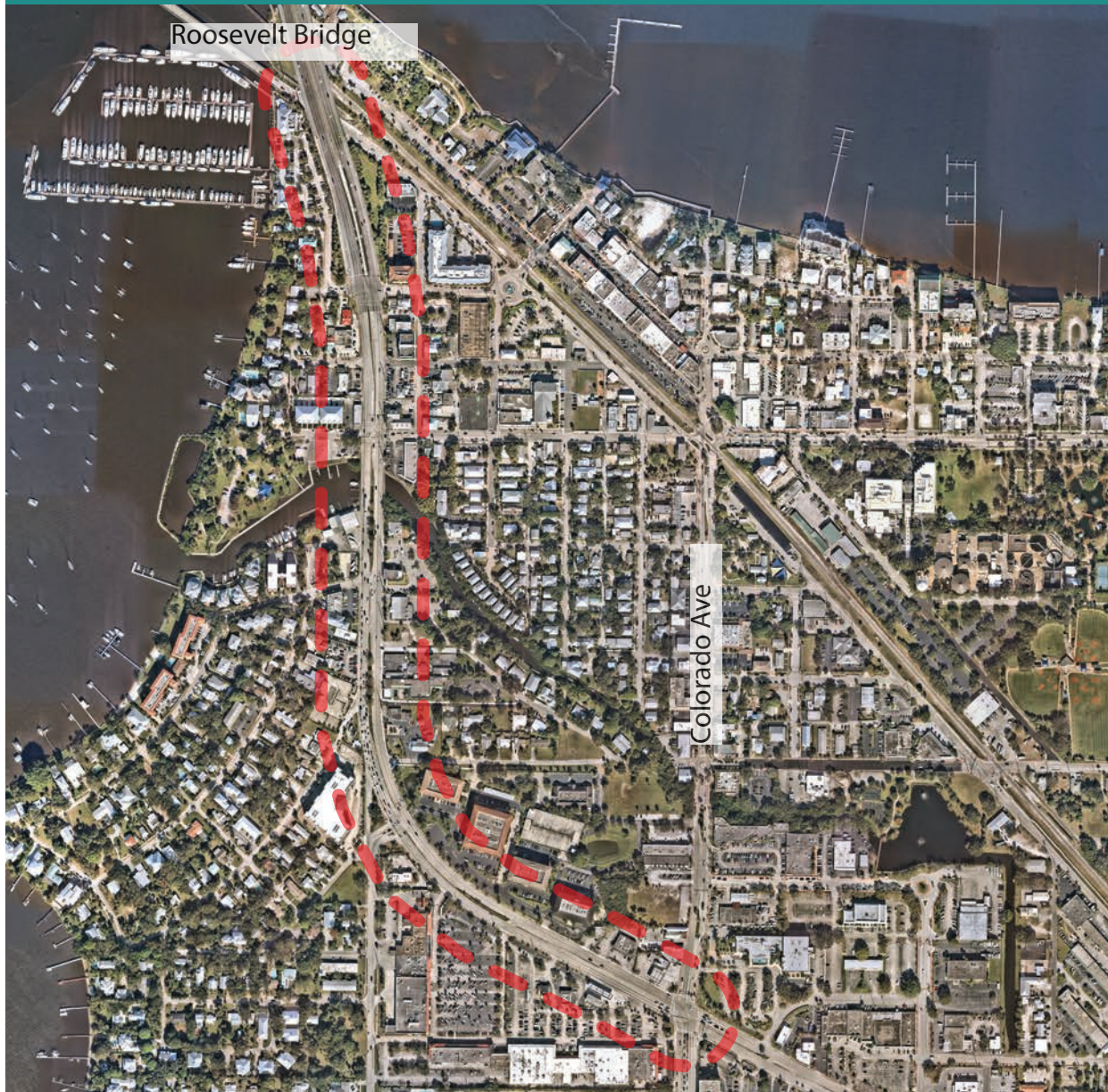
- Operated motor vehicle in careless or negligent manner
- Failed to yield right-of-way
- Followed too closely
- Improper turn

Recommended Countermeasures

- Road safety audit
- Consider speed reduction, speed feedback signs, and/or enforcement
- Evaluate street lighting
- Install retro-reflective backplates for signal heads
- Improve bicycle facilities to protect bicyclists (protected or Cycle Track)
- Education for bicycle etiquette
- Consider transit amenities
- Provide transit shelter
- Evaluate signalized intersections for leading pedestrian interval (LPI)

Site 2: US 1/Federal Hwy from SR 76/Kanner Hwy to Roosevelt Bridge

14 Serious Injuries and Fatal Crashes



Roadway Context and Characteristics

Predominant Land Use: Retail, residential, public spaces

FDOT Context Classification: C4-Urban General, bridge is C3C-Suburban Commercial

Posted Speed: 35 to 45 MPH

Number of Lanes: 6-Lane Divided

Vehicular Volume: 54,897 AADT

Roadway Classification: Arterial

Sidewalk: Both Sides

Bicycle: Designated bicycle lanes along both sides of bridge

Transit: MARTY Route 1

Contributing Crash Factors

- Operated motor vehicle in careless or negligent manner
- Failed to yield right-of-way
- Ran off roadway

Recommended Countermeasures

- Road safety audit and speed reduction
- Consider bicycle facilities south of the bridge (one of the fatal crashes involved a bike)
- Protected bicycle lanes along bridge
- Speed feedback signs, and/or enforcement
- Evaluate street lighting condition, especially along bridge
- Install retro-reflective backplates for signal heads
- Consider transit amenities
- Provide transit shelter
- Evaluate signalized intersections for leading pedestrian interval (LPI) phase

SR 76/
Kanner Hwy

Site 3: S Kanner Hwy from SE Cove Rd to SE Salerno Rd



10 Serious Injuries and Fatal Crashes

Roadway Context and Characteristics

Predominant Land Use: Retail, park, residential
FDOT Context Classification: C3R-Suburban Residential
Posted Speed: 45 MPH
Number of Lanes: 6-Lane Divided
Vehicular Volume: 34,493 AADT
Roadway Classification: Arterial
Sidewalk: Both Sides
Bicycle: Buffered bicycle lanes
Transit: None

Contributing Crash Factors

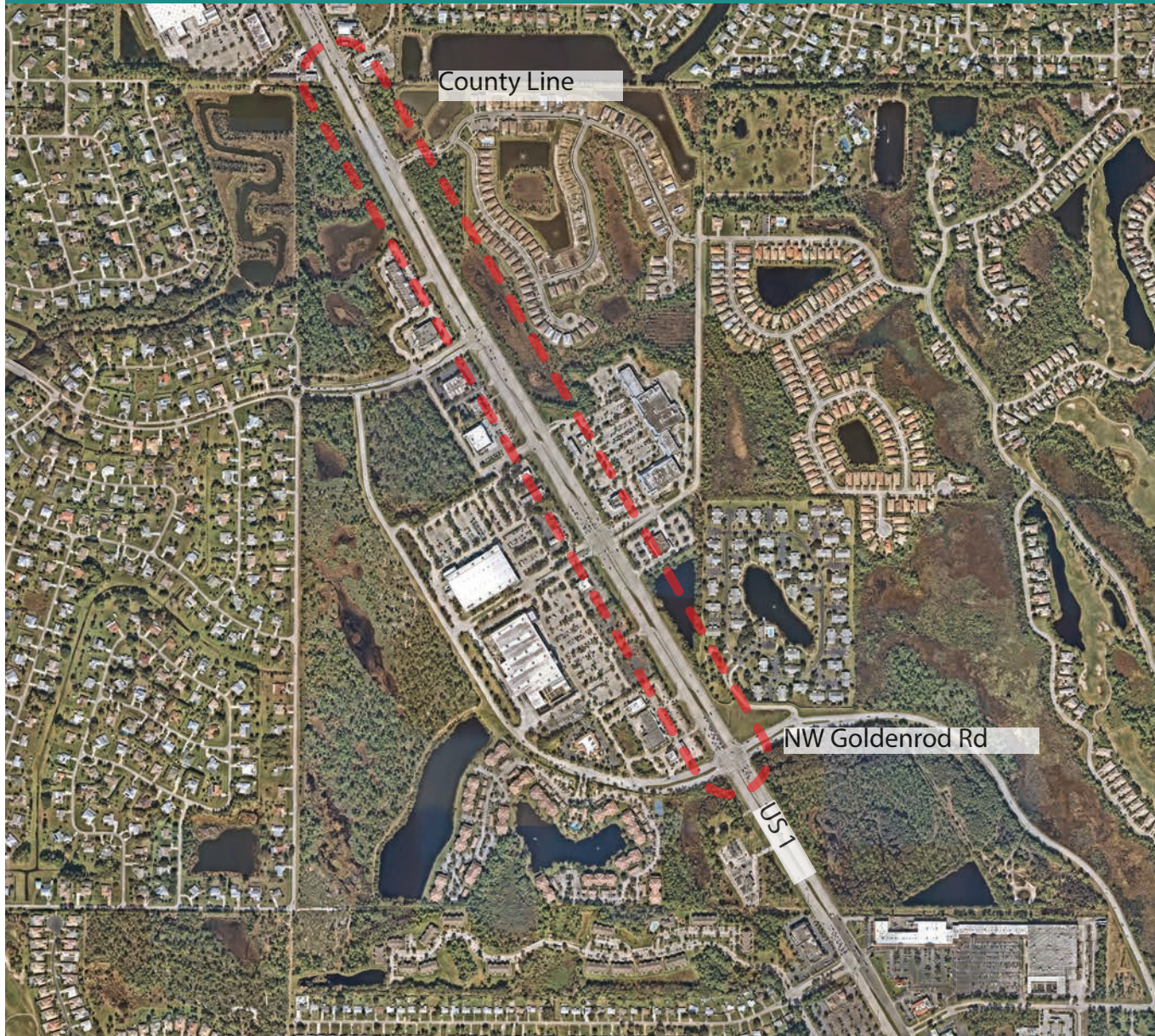
- Failed to keep in proper lane
- Failed to yield right-of-way
- Improper turn
- Operated motor vehicle in careless or negligent manner

Recommended Countermeasures

- Education for bicycle etiquette
- Speed enforcement
- Install retro-reflective backplates for signal heads
- Evaluate signalized intersections for leading pedestrian interval (LPI) phase

Site 4: US 1/Federal Hwy from NW Goldenrod Rd to County Line

9 Serious Injuries and Fatal Crashes



Roadway Context and Characteristics

Predominant Land Use: Retail and residential
FDOT Context Classification: C3C-Suburban Commercial
Posted Speed: 45 MPH
Number of Lanes: 8-Lane Divided
Vehicular Volume: 60,343 AADT
Roadway Classification: Arterial
Sidewalk: Both Sides
Bicycle: Designated bicycle lanes
Transit: MARTY Route 1

Contributing Crash Factors

- Operated motor vehicle in careless or negligent manner
- Erratic or careless driving
- Followed too closely
- Ran red light

Recommended Countermeasures

- Education for bicycle etiquette
- Speed enforcement
- Install retro-reflective backplates for signal heads
- Evaluate signalized intersections for leading pedestrian interval (LPI) phase
- Improve crosswalk pavement markings and signage
- Improve transit stop amenities

Site 5: S Dixie Hwy from SE Delmar St to SE Aviation Way



8 Serious Injuries and Fatal Crashes

Roadway Context and Characteristics

Predominant Land Use: Retail, industrial, residential
FDOT Context Classification: C3R-Suburban Commercial
Posted Speed: 35 to 45 MPH
Number of Lanes: 4-Lane with Center Turn Lane
Vehicular Volume: 18,389 AADT
Roadway Classification: Arterial
Sidewalk: Both Sides
Bicycle: None
Transit: MARTY Route 3

Contributing Crash Factors

- Operated motor vehicle in careless or negligent manner
- Failed to yield right-of-way

Recommended Countermeasures

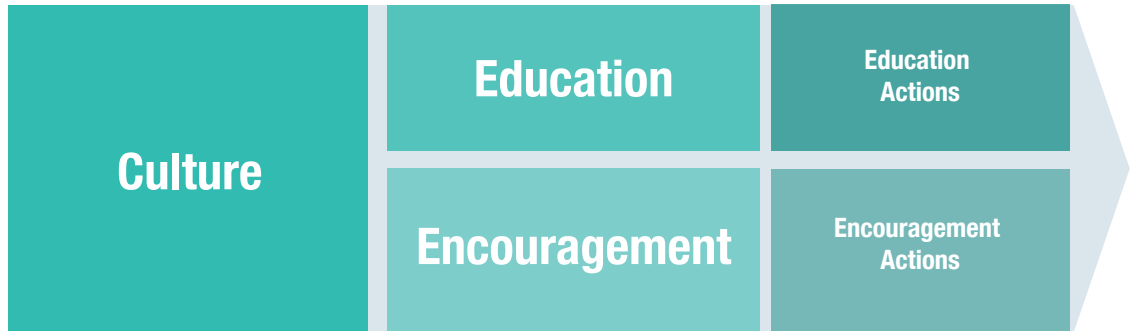
- Evaluate installing bicycle facilities.
- Improve transit stop amenities
- Install retro-reflective backplates for signal heads
- Improve crosswalk pavement markings and signage
- Evaluate signalized intersections for leading pedestrian interval (LPI) phase

Focus Area 2: Culture

Achieving zero serious injury crashes and fatal crashes in Martin County will require a change in how people travel. Creating safe travel behavior can be promoted and supported by investing in education and encouragement activities and campaigns.

Culture focuses on two topics:

- **Education** - Efforts are done in collaboration with existing partners, like schools in Martin County, as well as stand alone activities, such as marketing campaigns to educate people about laws and safety trends.
- **Encouragement** - Activities focus on empowering people to travel safely. Examples include handing out bike lights at a community event or marketing campaigns that promote safe travel behavior, such as anti-speeding campaigns.



Bike to work events provide a clean, fun, and healthy way to get to work.

Bike to School events encourage kids to ride their bikes to school and help them learn how to do so safely.

Education

Education efforts help people get the skills and knowledge necessary to make safe travel choices. These efforts can be tied to street design changes, such as the construction of a new roundabout, or targeted campaigns, such as biking clinics for kids and adults. Safety education efforts are often collaborative and opportunities to share resources should be considered with any effort.

Education Recommendations

- 2.1 Conduct Safe Route to School programs at schools in Martin County
- 2.2 Conduct adult bike ride once a year
- 2.3 Conduct annual back to school messaging campaign
- 2.4 Conduct safety event geared towards 65+ years population



Bicycle helmets were provided at this safety event.



Education events and activities, like when the MPO partnered with this FDOT-funded Alert Today Alive Tomorrow event, provide opportunities to connect with people in the community as they walk, bike, take transit, and drive.

Encouragement

Government, businesses, and community groups can promote safe travel by collaboratively working together. Encouragement activities can be done in conjunction with on-going community events, such as a festival or farmer's market. They can also be stand-alone efforts, such as a safety marketing campaign. The goal with these efforts should be creating a positive environment that encourages safe travel behavior.

Encouragement Recommendations

- 2.5 Conduct Vision Zero engagement activity at community events
- 2.6 Develop annual Vision Zero messaging campaign
- 2.7 Conduct regular encouragement activities in partnership with FDOT Alert Today Alive Tomorrow program
- 2.8 Sustain Martin MPO social media pages
- 2.9 Develop a coordinated program to brand Vision Zero-consistent projects to heighten safety awareness



Encouragement activities, like bike rodeos and helmet giveaways, can motivate people to walk, bike, and drive safely.

Focus Area 3: Evaluation and Accountability

Two of the primary principles of Vision Zero efforts are a data-driven approach to safety strategies and shared accountability with safety outcomes.



Evaluation activities, like safety audits and before/after project evaluations, can help measure effectiveness of safety investments and help communicate the benefits safety projects.

Evaluation

Data should be used to track progress towards eliminating serious injuries and fatalities. This evaluation should be done annually and reported regularly.

Evaluation strategies should also be used to analyze the effectiveness of investments. Before-and-after project evaluations should be conducted with the results published to communicate if and how desired outcomes are achieved.

Evaluation Recommendations

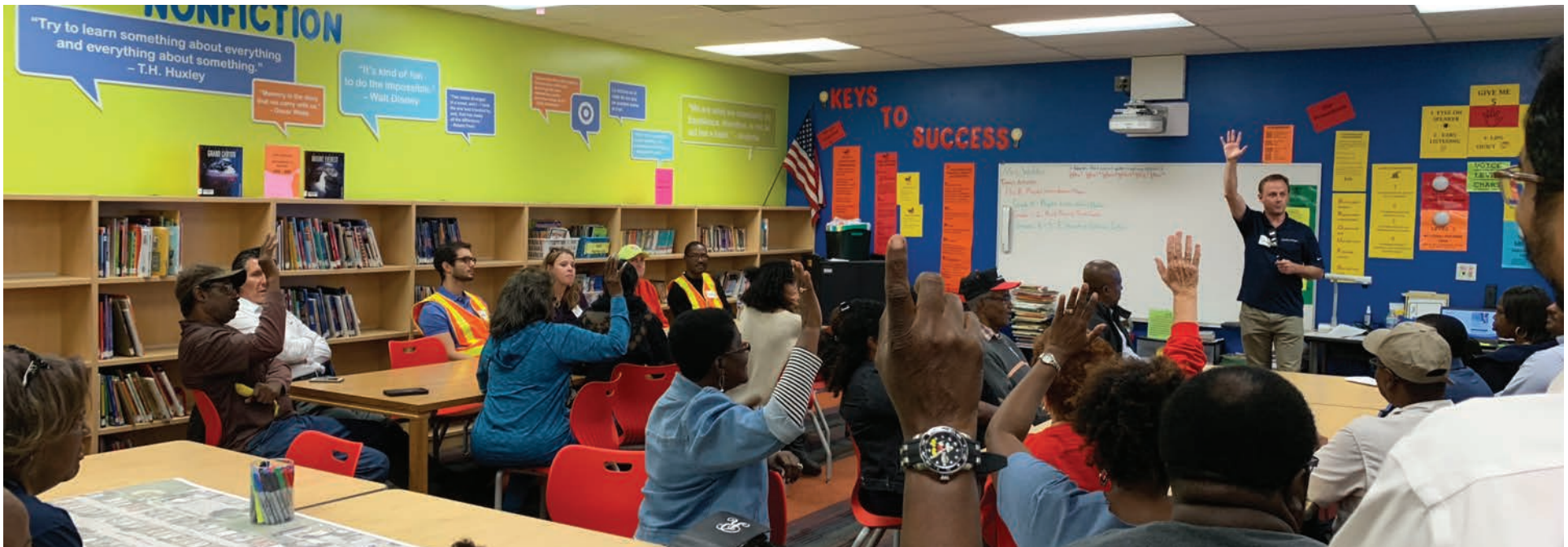
- 3.1 Conduct before/after traffic and safety data collection for roadway projects
- 3.2 Publish annual report noting trends related to key Vision Zero performance metrics

Accountability

Accountability strategies focus on ensuring that community partners, particularly community leaders, are regularly engaged with the business of reducing traffic-related serious injuries and fatalities in Martin County. In addition to elected officials and local government, the business community should be involved. Safety impacts quality of life, and quality of life impacts the economy.

Accountability Recommendations

- 3.3 Commit to address safety on one High Injury Network corridor every year
- 3.4 Annual Vision Zero media day with local media
- 3.5 Inform every jurisdiction in Martin County the importance of a Vision Zero policy



Coordination meetings and other reoccurring events, like stakeholder or committee meetings, help track progress and coordinate safety resources.

Action Number	Recommendations	Description	Desired Outcome	Performance Measure	Taking the Lead	Providing Support	Time Frame*			
Focus Area 1: Safe Streets							Short	Medium	Long	Annual
Speed Management										
1.1	Evaluate speed reduction for MPO-funded projects	Speed reduction should be considered for projects to be adopted as part of MPO Transportation Improvement Program (TIP).	Vehicular speeds and how they impact to reduce serious injuries and fatalities on roadways are considered when projects are included in the MPO Transportation Improvement Program (TIP)	Number of projects considered for speed reduction	Martin MPO		X			X
1.2	Work with partners to review speed limits on the High Injury Network	The MPO reviews speed reduction efforts and investments on the High Injury Network.	Vehicular speeds are considered on High Injury Network in Martin County	Number of miles of roadways on High Injury Network reviewed for reduced speed limits	Martin County, Martin MPO, municipalities		X			X
Countermeasures										
1.3	Evaluate resurfacing projects annually for safety countermeasure opportunities	Regularly review scheduled maintenance projects for opportunities to implement safety improvements.	Proactively implement roadway safety changes that reduce severity and frequency of crashes as part of regular maintenance projects	Percent of resurfacing projects that include safety countermeasures in plans	Martin MPO, Martin County, FDOT, municipalities		X			X
1.4	Evaluate capital projects annually for safety countermeasure opportunities	Regularly review scheduled capital projects for opportunities to implement safety improvements.	Proactively implement roadway safety changes that reduce severity and frequency of crashes as part of regular capital projects	Percent of capital projects that implement safety countermeasures	Martin MPO, Martin County, municipalities		X			X
1.5	"Identify where high visibility crosswalks are needed. a. Review methodology and criteria to identify crossing locations b. Identify priority intersection locations c. Coordinate implementing of high visibility crosswalks with resurfacing projects d. Include crosswalks on side streets when a road is being resurfaced"	Identify where high visibility crosswalks are needed and coordinate implementation.	Improve visibility and safety for people walking through intersections	Number of high visibility crosswalks incorporated into the transportation system	Martin MPO	Martin County, municipalities, FDOT		X		X
1.6	Review signalized intersections on the High Injury Network to identify candidates for safety improvements, such as Leading Pedestrian Intervals and Flashing Yellow Left Turn Signals	Identify changes to signal at intersection to improve safety for all users.	Improve safety for people crossing signalized intersections	Number of signalized intersections modified	Martin County	Martin MPO, FDOT, municipalities		X		
1.7	Evaluate High Injury Network corridors for opportunities to narrow lane widths or reduce the number of vehicular lanes	Narrow or eliminate travel lanes to reduce vehicular speeds and create dedicated and protected space for people walking, biking, and taking transit.	Slow vehicular speeds and create dedicated and protected space for people walking, biking, and taking transit	Number of lane narrowing or lane elimination projects included in the plans	Martin MPO	Martin County, municipalities, FDOT		X		

*Time Frame is divided into short-term (under 3 years), medium-term (3-5 years), long-term (6+ years), and annual.

Action Number	Recommendations	Description	Desired Outcome	Performance Measure	Taking the Lead	Providing Support	Time Frame*			
							Short	Medium	Long	Annual
Countermeasures Cont...										
1.8	Provide recommendations for Land Development Codes (LDCs) related to safe and connected transportation facility design on an as needed basis.	New development creates opportunities to change infrastructure, including streets, sidewalks and bike lanes. By integrating Vision Zero principles into code requirements, safety and multimodal improvements can be required as part of new development projects.	Vision Zero-related infrastructure as part of new development projects	Number of recommendations for LDCs amendments to the Transportation Element of the Comprehensive Plan	Martin MPO, Martin County, municipalities		As Needed			
1.9	Work with partners to review and update Maintenance of Traffic (MOT) Plan policies related to bicyclist and pedestrian mobility considerations	Making changes to MOT plan policies can help create safe and convenient pathways through construction zones for people walking, biking, and riding transit.	Make it easier and safer for people walking, biking, and riding transit to navigate construction in the public right of way	Number of MOT policies coordinated with partners	Martin MPO, Martin County, municipalities, FDOT			X		
1.10	Work with partners to identify where new lighting is needed along High Injury Network corridors	Proactively improving lighting along high-crash corridors can save lives and improve safety for everyone.	Create safer conditions when it is dark	Number of street lights considered along High Injury Network corridors during planning stage	Martin MPO, Martin County, municipalities, FDOT			X		X
1.11	Identify areas to improve safe access to high activity bus stops in areas of frequent severe injury and fatal crashes	Improved safety around transit stops will save lives and reduce serious injuries.	Create safer conditions for all users	Number of bus stops identified for safety improvements	Martin County, Martin MPO, municipalities, FDOT		X			
1.12	Work with agency partners to identify areas to install bicycle facilities and sidewalks where there is a high frequency of bicycle and pedestrian serious injury and fatal crashes and where there are no existing bicycle facilities or sidewalks	Having dedicated space to walk and bike along a street is a safety benefit, particularly for vulnerable users like people walking, biking, and riding transit.	Create safer conditions for people walking and biking.	Number of miles of bike facilities and sidewalks included in early planning stage	Martin County, municipalities, FDOT		X			X
1.13	Work with partners to identify potential locations for roundabouts on the High Injury Network	This action will focus on identifying where roundabouts can be effective.	Create safer intersections	Number of roundabouts included in early planning stage	Martin MPO, Martin County, municipalities, FDOT		As Needed			
1.14	Evaluate elimination of dedicated right-turn lanes along High Injury Network where speed and turning movements are contributing to crash frequency	In some locations, removing dedicated right turn lanes can reduce vehicular speeds and reduce severity of crashes.	Reduce vehicular speeds of turning vehicles and reduce the number of conflict points at intersections	Number of dedicated right turn lanes removed	Martin MPO, FDOT, Martin County, municipalities			X		
Enforcement										
1.15	Coordinate with partners to focus on enforcement efforts along the High Injury Network	Focus traffic law enforcement along high injury networks and use safety data to guide enforcement strategies.	Reduce serious injury and fatal crashes	Reduction is total annual serious injury and fatal crashes associated with High Injury Network	Martin County Sheriff, Local Police Departments		X			

Action Number	Recommendations	Description	Desired Outcome	Performance Measure	Taking the Lead	Providing Support	Time Frame*			
							Short	Medium	Long	Annual
Enforcement Cont...										
1.16	Recommend increased enforcement activity during seasonal peak periods when crashes are most frequent	Cluster traffic law enforcement when serious injury and fatal crashes occur most frequently.	Reduce serious injury and fatal crashes when they occur most frequently during a year	Reduction in the total annual serious injury and fatal crashes during high peak periods	Martin County Sheriff, Local Police Departments		X			
1.17	Work with FDOT to create a Martin-specific Community Traffic Safety Team (CTST) and hold regular meetings	Group should include police, fire rescue, sheriff, and other agencies responsible for public safety.	Create traffic safety coordination efforts across agencies and departments	Participate in Martin-specific regular meetings of Community Traffic Safety Team meetings	FDOT	Martin County Sheriff, Local Police Departments, Martin MPO	X			
1.18	Incorporate use of data-driven analytics and road safety assessments within each of the respective law enforcement agencies' traffic safety programs	Incorporate data-driven decision making into traffic safety programs.	Communicate effectiveness of traffic safety programs	Number of safety programs	Martin County Sheriff, Local Police Departments		X			X

*Time Frame is divided into short-term (under 3 years), medium-term (3-5 years), long-term (6+ years), and annual.

Action Number	Recommendations	Description	Desired Outcome	Performance Measure	Taking the Lead	Providing Support	Time Frame*			
Focus Area 2: Culture							Short	Medium	Long	Annual
Education										
2.1	Conduct Safe Route to School programs at schools in Martin County	Host regular events at schools in Martin County to teach children how to walk and bike to safely.	Teach kids how to walk and ride safely	Number of school children that participate in classes	Martin MPO, Martin County School District	FDOT, Martin County Sheriff's Office	X			X
2.2	Conduct adult bike ride once a year	Host regular events for adults to ride bikes.	Teach adults how to ride a bike safely	Number of adults that attend bicycle events	Martin MPO	Law Enforcement, Martin County, Municipalities	X			X
2.3	Conduct annual back to school messaging campaign	Developing an annual messaging campaign can help re-orient to safe travel behavior. The focus on return to school prioritizes efforts around an annual community event and on a vulnerable population (children).	Increase awareness and access to resources related to traveling to and around schools	Number of media impressions	Martin MPO	Safe Kids, FDOT	X			X
2.4	Conduct safety event geared towards 65+ years population	Bring safety transportation optinos for 65+ years population	Increase awareness of 65+ years population	Number of participants	Martin MPO	FDOT	X			X
Encouragement										
2.5	Conduct Vision Zero engagement activity at community events	Actively engage in discussions about safety trends and safe travel behavior. Example events are farmers markets or festivals.	Support safe travel behavior through community engagement	Number of events attended	Martin MPO		X			X
2.6	"Develop annual Vision Zero messaging campaign a. Work with local law enforcement to identify key themes and messages"	Campaign theme can be used throughout the year to create brand awareness about Vision Zero and the desired outcomes of zero traffic-related serious injuries and fatalities.	Encourage safe travel behavior	Number of campaigns	Martin MPO, local media partners, law enforcement	Martin County, Sheriff's Office	X			X
2.7	Conduct regular encouragement activities in partnership with FDOT Alert Today Alive Tomorrow program	The MPO should work with FDOT and local partners to secure these safety resources annually.	Encourage safe travel behavior	Number of encouragement activities	Martin MPO, FDOT, Public Safety Agencies		X			X
2.8	Sustain Martin MPO social media pages	Use social media to reach a broader audience, share information, and keep the community engagement in road safety discussions.	Grow and sustain interest in road safety improvements	" Number of updates Number of Facebook followers"	Martin MPO	Martin County, municipalities, FDOT, Business Community	X			X
2.9	Develop a coordinated program to brand Vision Zero-consistent projects to heighten safety awareness	Develop a brand for Vision Zero and use brand to highlight projects and programs.	Highlight awareness of safety investments	Number of campaigns	Martin MPO	Martin County, municipalities, FDOT, Business Community	X			X

*Time Frame is divided into short-term (under 3 years), medium-term (3-5 years), long-term (6+ years), and annual.

Action Number	Recommendations	Description	Desired Outcome	Performance Measure	Taking the Lead	Providing Support	Time Frame			
Focus Area 3: Evaluation and Accountability							Short	Medium	Long	Annual
Evaluation										
3.1	Conduct before/after traffic and safety data collection for roadway projects	Collecting safety data before and after MPO funded projects will support analysis to understand if investments are reducing traffic-related serious injury and fatal crashes.	Measure traffic and safety outcomes for all MPO-funded projects	Number of before/after studies completed	Martin MPO, Martin County, municipalities		Ongoing			
3.2	Publish annual report noting trends related to key Vision Zero performance metrics	An annual safety report will communicate progress towards achieving traffic-related serious injury and fatal crashes in Martin County.	Communicate trends and track progress towards eliminating traffic-related serious injuries and fatalities	Annual safety report published	Martin MPO		X			X
Accountability										
3.3	Commit to address safety on one High Injury Network corridor every year	Local municipalities annually commit to address at least one corridor in their jurisdiction. Regular commitment will improve safety outcomes.	Secure local commitment from every Martin County government to work annually to reduce traffic related injuries and fatalities	Implement at least one change in every city or unincorporated area of Martin County every year	Martin MPO, Martin County, municipalities		X			X
3.4	Annual Vision Zero media day with local media	Local media can play an important role in communicating safety trends and highlighting associated investments to improve safety. Local coverage can also help with education and encouragement efforts.	Share safety trends regularly with local media	Number of media days	Martin MPO		X			X
3.5	Inform every jurisdiction in Martin County the importance of a Vision Zero policy	Recognizing Vision Zero by each jurisdiction in Martin County will secure local commitment to the goal.	Have every jurisdiction recognize the MPO's commitment to zero serious injury and fatal crashes in their community	Number of communication touchpoints in Martin County about the MPO's Vision Zero policy	Martin MPO, Martin County, municipalities		X			X

*Time Frame is divided into short-term (under 3 years), medium-term (3-5 years), long-term (6+ years), and annual.



Vision Zero is a community initiative that will benefit everyone.



CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/14/2022

Prepared by: Bonnie Landry

Title of Item:

MAJOR AMENDMENT TO THE JOHNSON HONDA CPUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2504-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Johnson Honda is a Commercial Planned Unit Development (CPUD) is requesting a Major Amendment to the most recent PUD agreement approved July 28th, 2008 by Ordinance 2163-08. The amendment will allow for the construction of two parking garages for vertical storage of automobile inventory to be located on 5.83 acres of land located at 4200 SE Federal Highway, Stuart, Florida 34997. The applicant requests a waiver for the internal landscaping requirements. This is a redevelopment of a site which will include vertical construction that provides compact urban development. The vertical storage of automobiles provides a much more secure facility; it provides covered areas that are not in direct sunlight and the compact urban development causes less impact. In this instance, the applicant is permitted a maximum of 65% impervious area. The applicant has provided a total of 52.6% of impervious area because of the compact environment. Without the waiver of the landscape requirement, the vehicle storage could result in an impervious area much closer to 65%.

The Local Planning Agency met on October 13, 2022. The LPA requested the Ordinance be amended to include standard development conditions such as timeframe for construction. The LPA unanimously recommended approval of this Ordinance with the additional development conditions and to include the granting of the waiver for the internal landscaping requirements.

Funding Source:

n/a

Recommended Action:

Staff recommends approval of this ordinance to include a waiver of the internal landscape requirements as requested.

ATTACHMENTS:

1. A. Staff Report - Johnson Honda CPUD
2. B. Ordinance _2504-2022
3. C. Ordinance 2504-2022 'Exhibit D'
4. D. Application

5. E. Affidavit & Pictures
6. D. Attachments/Backup Material
7. F. Staff Presentation



Ordinance 2504-2022 Staff Report

A. Application

Johnson Honda of Stuart
Major CPUD Amendment
Application Number: Z22060002

Applicant	Turquoise Moon LLC
Property Owner	Turquoise Moon LLC
Agent for Applicant	Drew Wilkinson
Project Manager	MVE and Partners
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to request the approval of a major amendment to the Johnson Honda of Stuart Commercial Planned Unit Development (CPUD) to allow the construction of Auto Dealership on 5.83 acres of land located at 4200 SE Federal Highway, Stuart, Florida 34997.

The Applicant is requesting a modification of the existing Johnson Honda auto dealership by adding two (2) parking garages.

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2504-2022.

Background

Ordinance 2163-08 was the original Commercial Planned Unit Development (CPUD) agreement for the subject property. This ordinance was approved in July of 2008 which allowed for the initial construction of the Johnson Honda auto dealership. The major amendment to this CPUD would allow Johnson Honda to expand their existing capacity by adding two (2) parking garages. The garages will be constructed over existing asphalt parking lots. The project will be completed in two phases. Phase I, Building A, will be constructed initially while Phase II, Building B, will be included under a future application. Phase I of the project will include 5,270 SF service/parts expansion as part of the first parking structure. The existing

building footprint is approximately 26,652 SF and after the proposed expansion it will be approximately 31,715 SF. The project is planned for completion by the end of 2025.

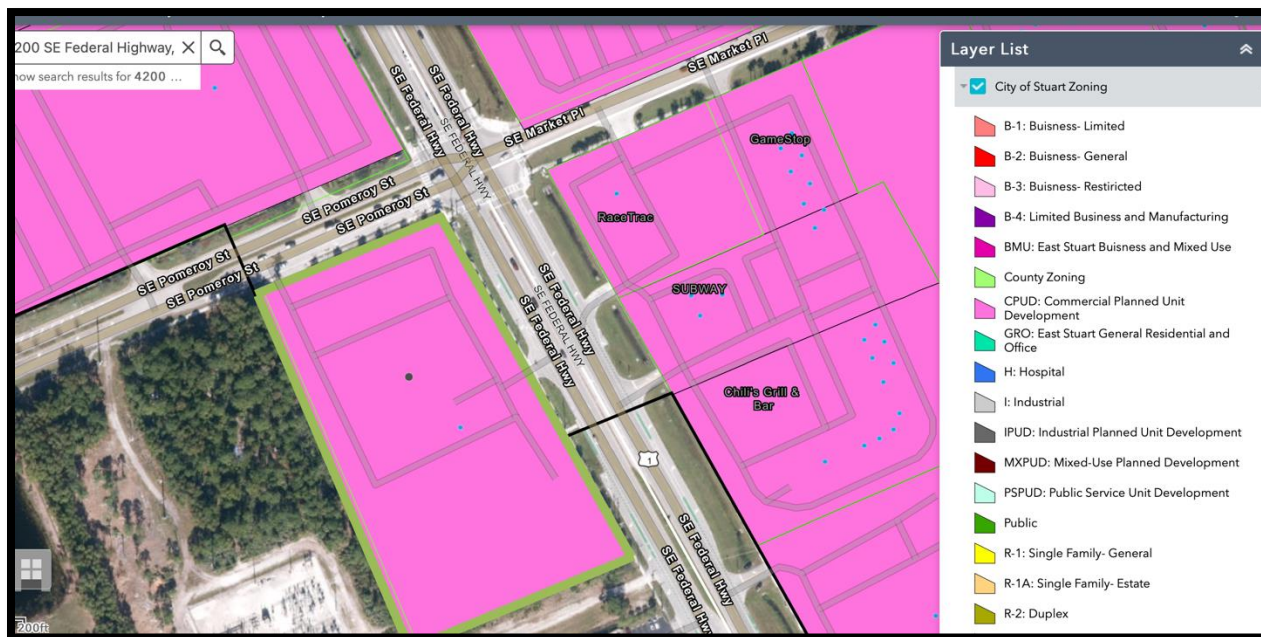
C. Site Location and Information

Address	4200 SE Federal Highway, Stuart, Florida 34997
Parcel Number(s)	38-38-42-002-217-00010-0
Existing Zoning	CPUD
Future Land Use	Commercial
Site Area (acres)	5.83
Present Use	Auto Dealership
Proposed Land Use Designation	Auto Dealership
Proposed Zoning District	CPUD
Proposed Use	Commercial

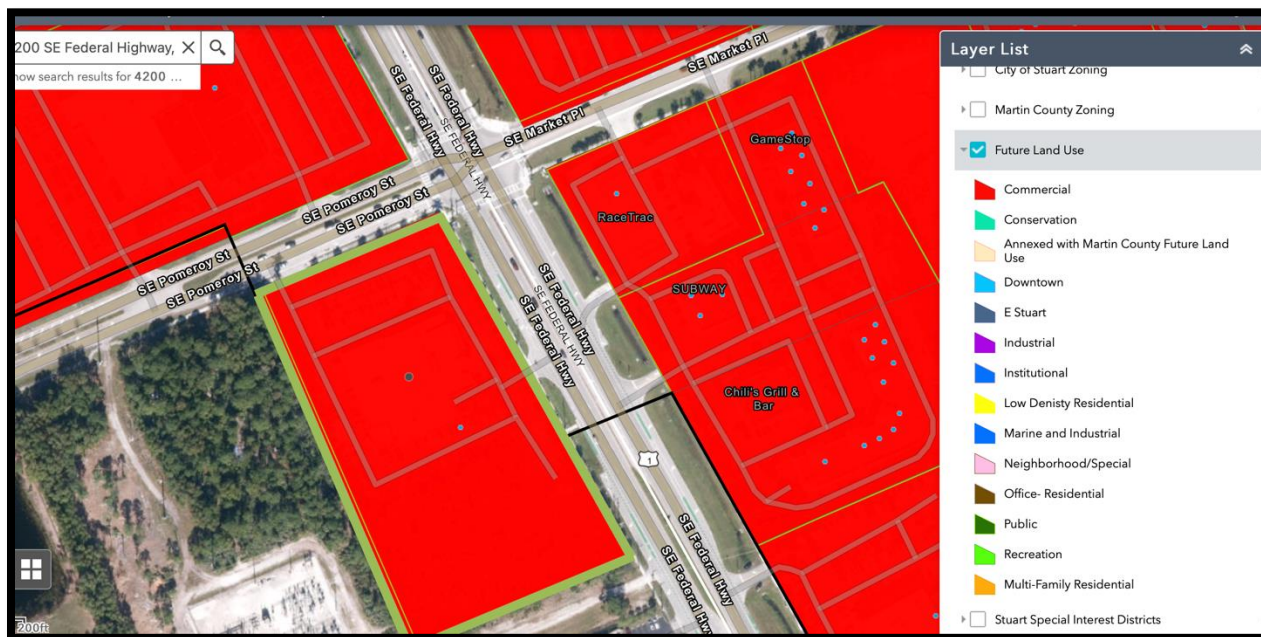
Location Map



Existing Zoning Map



Existing Future Land Use Map



D. Determination of compliance with Comprehensive Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Policy 1.A3.2. The City's Future Land Use Map and land development regulations shall direct development to areas where adequate utilities, services and schools exist or are planned in order to protect natural resources.

Staff Analysis: Due to the fact that this project is an addition to an existing site, current utility connections are sufficient for the building expansion. Additionally, traffic analysis has been completed by MacKenzie Engineering and Planning Inc. All other sections of Policy 1.A3.2 have been met and deemed acceptable by staff.

Policy 1.A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the "Table of Land Use Densities and Intensities" that is adopted as part of this element...

Land Use Category	CRA	General	UPUD, RPUD, or UCE	ALF	Residential	FAR	Non-residential
Multi-Family Residential	Out	<10 du/ac to 11.62 du/ac	<30 du/ac	<30 du/ac	70—100%	<0.5 FAR	0—30%

Staff Analysis: This project will be in compliance with CPUD standards and Ordinance 2163-08.

Objective 1.B1. - Compact Urban Form: Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Staff Analysis: The applicant is developing on their existing auto dealership site. By developing the parking garages and services bays in the manner that is presented on the site plan the applicant is showing vertical density rather than expansion into the preservation areas surrounding the property. Staff believes this site plan design is in compliance with Objective 1.B1.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: The applicant has provided a massing exhibit which shows similar development and design patterns along US HWY 1. Staff believes the proposed development is in compliance with Policy 1.B3.2.

Policy 1.B3.7. Open spaces are relatively undeveloped areas used to enhance natural resource conservation, recreation, or aesthetic functions of an urban environment. Open spaces may include preserved wetlands, landscaped stormwater facilities, landscaped areas, playgrounds, parks, and golf courses.

Staff Analysis: The applicant is providing vertical density with the proposed parking garages with staff finds to be sufficient in order to protect adjacent green space and preservation areas surrounding the site.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: The applicant has provided architectural and site design requirements that allow for unobstructed supervision of public activity and access points for law enforcement.

E. Project Details

Traffic

The City's Traffic Consultant, Kimley Horn and Associates, Inc., has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. According to the Traffic Analysis, the proposed addition to the auto dealership generates fewer than 20 net new trips and City of Stuart Code, Section 4.05.00.

Drainage

The City's Traffic Consultant, Kimley Horn and Associates, Inc. completed the review of the applicant's Stormwater Report and has confirmed that the proposed development meets the City's requirements for stormwater management. As stated within the applicant's drainage report, the project's stormwater management system will consist of low impact development strategies which will ultimately decrease the impervious areas on the site.

Existing Site Details

The subject property is currently used as an auto dealership and the proposed expansion will create parking garage structures and additional service bays.

Proposed Project Details

Access and Circulation

Access is granted to the site via SE Pomeroy Street and US Hwy 1. A monument sign is currently located at the corner of SE Pomeroy and US Hwy 1 and there are no proposed changes to the existing monument sign and no proposed plans for any additional monument signs on the property. Vehicular circulation is provided using internal drive isles that connect to the service and maintenance bays along Pomeroy Drive and the guest entrance on US 1. Pedestrian circulation is provided through sidewalks and landscape islands that connect to the guest services entrance of the property.

Building Area and Site Layout

The applicant has proposed to expand the existing auto dealership from 26,652 SF to 31,715 SF. This expansion will take place in two phases and will result in two parking garages.

Parking

The existing parking encompasses 271. The new configuration of the site will reduce the existing parking spaces to 130. Building A (garage I) will create 298 parking spaces and Building B (garage II) will create 233. This will create a new total of 661 parking spaces on the premises. The applicant is also proposing 4 electric vehicle charging stations.

Landscaping, Open Space, and Native Vegetation Area

City staff has reviewed the proposed landscaping and the applicant's proposal is unable to meet the interior landscape area requirements due to the layout of the originally approved and constructed site.

The applicant is requesting a waiver from this requirement. The applicant is proposing landscape parking lot islands to separate every 10 parking stalls. Each island will contain one shade tree and groundcovers.

Finally, the applicant is permitted a maximum of 65% impervious area. The applicant has provided a total of 52.6% of impervious area.

Signage

The Applicant has provided staff with a location and design for the proposed wall signage on the parking garage. The original CPUD ordinance approval, 2163-08 Exhibit C, included condition 31 which prohibited signage on the fourth floor of the parking structure. The proposed signage has been proposed on the third floor of the parking garage.

F. Conclusion

Staff has reviewed the subject petition for a Major PUD Amendment from CPUD to Commercial located at 4200 SE Federal Highway, Stuart, Florida 34997.

City staff and the City's consultants have determined that the proposal meets the requirements of the Land Development Code, subject to the waivers requested herein. The project complies with many objectives and policies within the City's Comprehensive Plan and supports compact urban development with the vertical construction of parking garage to house auto inventory which is currently provided horizontally.

Staff recommends approval of Ordinance 2504-2022.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2504-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Local Planning Agency board held a properly noticed hearing on October 13th, 2022, to consider the applicant’s request and recommended approval of the subject petition to the City Commission to amend the CPUD; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Turquoise Moon LLC (property owner), for a 5.83-acre parcel of land located at 4200 Southeast Federal Highway; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a Major Amendment to the CPUD, and has also considered the recommendation of the city staff.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards, and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the CPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the CPUD development will be in harmony with surrounding properties and their anticipated development; and

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law; and

WHEREAS, the property is legally described in “**Exhibit A**” of this ordinance. A map depicting the property is attached hereto as **Exhibit “B”** and made a part hereof by reference; and development conditions attached hereto as **Exhibit “C”**.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions:

- a. **Overall Site Plan, Johnson Honda, Sheet 1 of 1, prepared by CAPTEC Engineering, dated 09.23.2022.**
- b. **ALTA/NSPS Land Title Boundary and Topographic Survey, Sheets 1-5, prepared by Betsy Lindsay, Inc., dated 05.25.2022.**
- c. **Landscape Plan, Phase 1, Sheets L1-L7, prepared by Michael Flaugh dated 06.30.2022.**

- d. **Landscape Plan, Phase 2, Sheets L1-L5, prepared by *Michael Flaugh* dated 06.30.2022.**
- e. **Overall Elevations, Sheets A2-21.1-A104, prepared by *MVE Partners (two sheets)*, dated 6-10, 2022.**
- f. **Overall Section, Sheet A1-32.1, prepared by *MVE Partners*, dated 6.10, 2022.**
- g. **Auto Turn Exhibit, prepared by CAPEC Engineering, dated 9-23-22.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain Commercial (C). The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall remain "CPUD" Commercial Planned Unit Development amended by this ordinance to allow for the addition of 2 parking garages structures.

SECTION 3: This ordinance becomes effective upon adoption.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code and the Florida Building Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall be effective upon the following to occur: adoption by the

City Commission, and proper execution and acceptance by the Owner.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

(The remainder of this page intentionally left blank)

Passed on first reading the ____ day of _____, 2022.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

(The remainder of this page intentionally left blank)

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A COMMERCIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

C. David Johnson Jr, Manager of
Turquoise Moon LLC

Print Name: _____

By: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2022, by C. David Johnson Jr, Manager of Turquoise Moon LLC.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGEMENT

STATE OF FLORIDA,

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2022, by

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

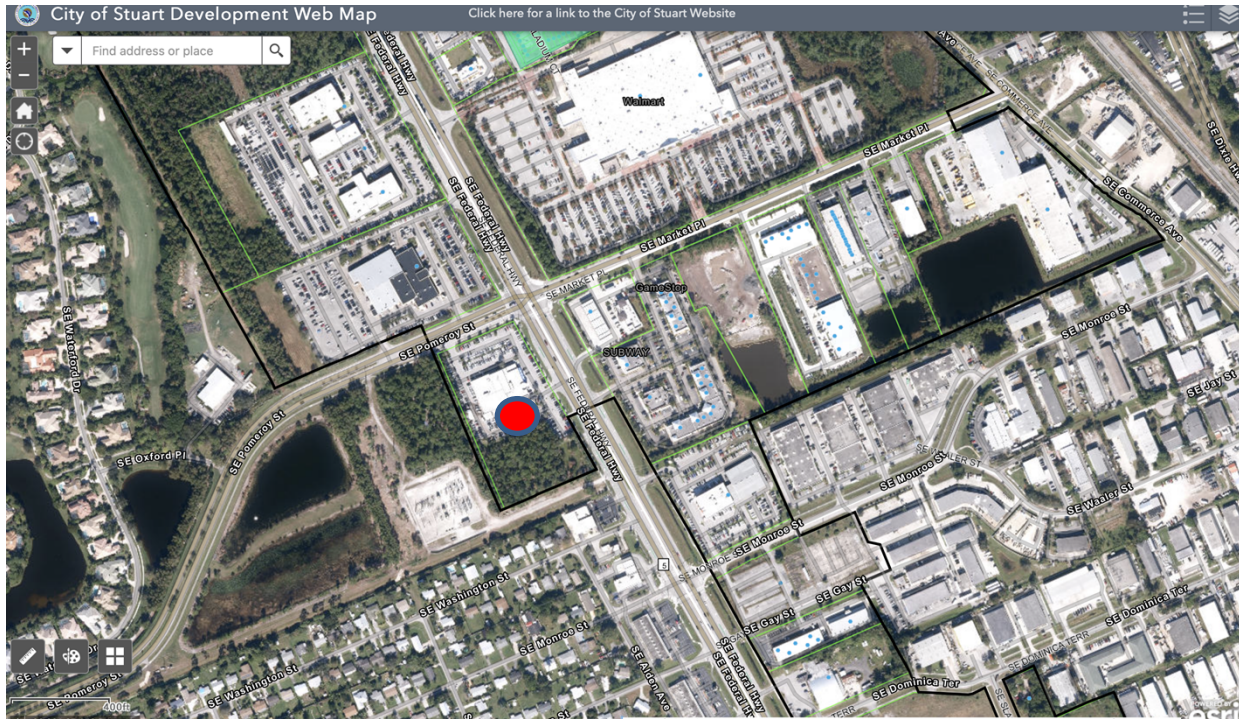
EXHIBIT A – LEGAL DESCRIPTION

JOHNSON HONDA OF STUART CPUD

SEWALL'S POINT LAND CO, TR 217 W OF HWY & E 1/2 OF TR 218 (LESS S 50' & N 12.5'
OF BOTH)

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EXHIBIT B – LOCATION MAP



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EXHIBIT C – DEVELOPMENT CONDITIONS

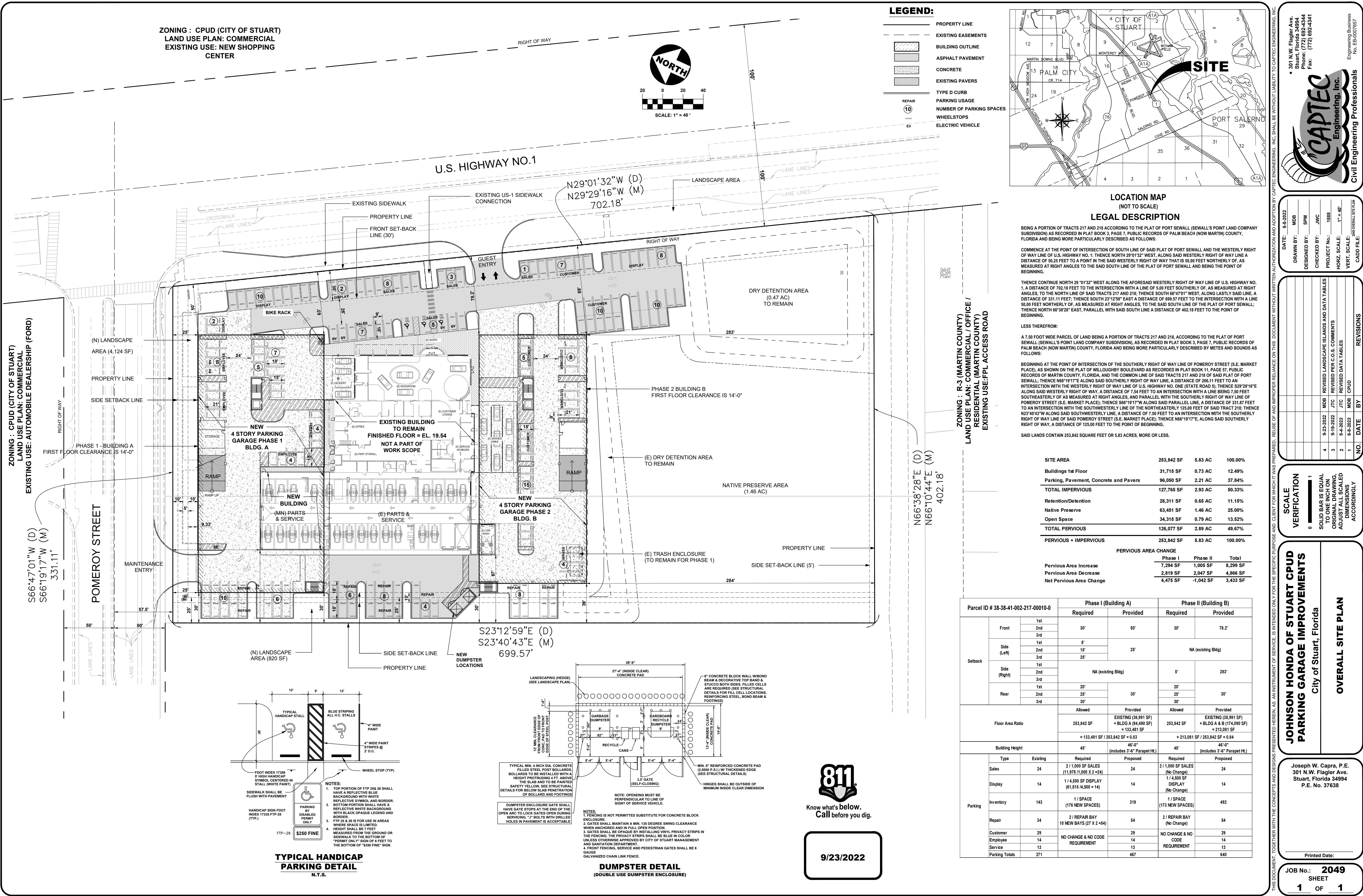
Approved Plans and Documents

1. The Johnson Honda CPUD amendment project and use thereof shall comply with the following drawings and documents:
 - a. **Overall Site Plan, Johnson Honda, Sheet 1 of 1, prepared by CAPTEC Engineering, dated 09.23.2022.**
 - b. **ALTA/NSPS Land Title Boundary and Topographic Survey, Sheets 1-5, prepared by Betsy Lindsay, Inc., dated 05.25.2022.**
 - c. **Landscape Plan, Phase 1, Sheets L1-L7, prepared by Michael Flaugh dated 06.30.2022.**
 - d. **Landscape Plan, Phase 2, Sheets L1-L5, prepared by Michael Flaugh dated 06.30.2022.**
 - e. **Overall Elevations, Sheets A2-21.1-A104, prepared by MVE Partners (two sheets), dated 6-10, 2022.**
 - f. **Overall Section, Sheet A1-32.1, prepared by MVE Partners, dated 6.10, 2022.**
 - g. **Auto Turn Exhibit, prepared by *CAPEC Engineering*, dated 9-23-22.**
2. Any modifications to the CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, location of drainage areas, location of monument and building signage, and location of landscaping may be approved by the City's Development Director; however, the Development Director may refer the matter to the City Commission for approval via a public hearing. The build out date shall be two years from the date that this ordinance is recorded.
3. The build out date shall be three years from the date that this ordinance is recorded for Phase 1 and 5 years from the date this ordinance is recorded for Phase 2.

4. Additional stormwater calculations and exhibits shall be provided, if requested, prior to final site approval.
5. Approval by the Public Works department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction, or violation of City Code. Code Compliance rests with the design engineer.
6. Consistent with F.S. 163.31801 and prior to the issuance of each building permit, the owner shall pay all applicable impact fees.
7. By acceptance of this development order, the Applicant acknowledges and agrees to abide by the terms of Florida Statute 166.033 pertaining to state and federal agency permits.
8. All work shall conform with the 7th edition of the Florida Fire Prevention Code.
9. Prior to the issuance of a Certificate of Occupancy for each building, an inspection from the Development Department is required.
10. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit all required recorded easements and easement modifications to the City Development Department.

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EXHIBIT D – DEVELOPMENT DOCUMENTS



SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/1990 ADJUSTED (NAD 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF N29°29'16"W ALONG THE CENTERLINE OF U.S. HIGHWAY NO. ONE (STATE ROAD 5).
2. THE ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), REFERENCE NATIONAL GEODETIC SURVEY BENCHMARK "GCY D15", ELEVATION = 16.78 FEET. SOME ELEVATIONS WERE COLLECTED IN THE FILED REFERENCE THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) BASED ON MARTIN COUNTY BENCHMARK "MARTIN COUNTY BM 15-4", ELEVATION=19.978 FEET. THE ELEVATIONS WERE CONVERTED TO NAVD 88 USING CORPSCON VERSION .016, A NATIONAL GEODETIC SURVEY PROGRAM. THE CONVERSION FACTOR FROM NGVD 29 TO NAVD 88 IS (-)1.457 FEET.

3. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

4. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.

5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.

6. ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES WERE LOCATED AND SHOWN HEREON.

7. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL NO. 0163, SUFFIX H, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS WAS MADE BY THIS SURVEYOR.

8. THIS SURVEY WAS PERFORMED IN THE FIELD BETWEEN JANUARY 12, 2007 AND APRIL 22, 2022.

9. THIS PROPERTY IS A COMMERCIAL PLANNED URBAN DEVELOPMENT. SETBACKS WERE DETERMINED WITH THE SITE PLAN.

10. THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PERFORMED BY CHICAGO TITLE INSURANCE COMPANY, REFERENCE POLICY NUMBER FL-1008-107-05462, DATE OF POLICY OCTOBER 26, 2009 AT 12:42 P.M., REFERENCE THE FOLLOWING EXCEPTIONS IN SCHEDULE B PART 1:

1. Standard Exceptions
- A. Rights or claims of parties in possession not shown by the Public Records.
- B. Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements or claims of easements not shown by the Public Records.
- D. Any lien or right to a lien for services, labor or materials now or hereafter furnished, imposed by law and not shown by the Public Records.
- E. Taxes or special assessments which are not shown as existing liens by the Public Records.
- F. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such lands.
- G. Taxes and assessments for the year 2009 and subsequent years, not yet due and payable.

NOTE: Exceptions 1(A) through 1(F) are hereby deleted.

2. Matters shown on the plat of Port Sevall as recorded in Plat Book 3, page 7, Public Records of Martin County, Florida. (ILLUSTRATED ON SURVEY.)
3. Permanent Drainage Easement as set forth in that Order of Taking under Civil Action No. 94-227 CA, filed June 6, 1994, in Official Records Book 1074, page 2143, Public Records of Martin County, Florida. (ILLUSTRATED ON SURVEY.)
4. Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase by and between Global Development, LLC, and Turquoise Moon LLC, recorded in Official Records Book 2256, Page 2313, as amended by Amendment to Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase recorded in Official Records Book 2354, Page 2198, and further amended by Second Amendment to Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase recorded in Official Records Book 2413, Page 2174, Public Records of Martin County, Florida.
5. Ordinance No. 2163-06 of the City Commission of the City of Stuart, Florida, recorded in Official Records Book 2344, Page 2193, Public Records of Martin County, Florida.
6. Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this Policy only insures the amount actually disbursed, but as proceeds of such loan are disbursed in good faith and without actual knowledge of any adverse matters in title, the amount of insurance under this Policy shall increase to the extent of such disbursement up to the amount of insurance stated in Schedule A, but neither the date of Policy nor any other part of the Policy shall be deemed changed by virtue of such disbursement.
7. Any rights, interests or claims arising from the following matters shown on survey prepared by Betsy Lindsay, Inc., dated January 19, 2007, last revised May 4, 2007, under Project No. 07-02:
- a) A wiring pull box is located along the west boundary of the property without the benefit of an apparent easement or agreement of record. (THE WIRING PULL BOX IS LOCATED ALONG THE NORTHERLY BOUNDARY AND IS ILLUSTRATED ON SURVEY.)
- b) An overhead utility wire crosses the southeast boundary of the property without the benefit of an apparent easement or agreement of record. (THE OVERHEAD UTILITY WIRE CROSSES THE SOUTHWEST CORNER OF THE PROPERTY AND IS ILLUSTRATED ON THE SURVEY.)
- c) An asphalt and gravel driveway is depicted in the northerly portion of the property. (THE DRIVEWAY IS NO LONGER ON THE PROPERTY.)
- d) A concrete power pole encroaches over the east property line without the benefit of an apparent easement or agreement of record. (THE CONCRETE POWER POLE IS 1.37' SOUTH OF THE SOUTH PROPERTY LINE AND IS ILLUSTRATED ON THE SURVEY.)
8. Consent That Property Securing Loan Will Not Be Used As Cross Collateral by and among American Honda Finance Corporation, Turquoise Moon LLC, and Global Development, LLC, dated October 20, 2009, recorded October 26, 2009, in Official Records Book 2418, Page 2744, Public Records of Martin County, Florida.

AND REFLECTS THE ITEMS DISCLOSED IN CHICAGO TITLE INSURANCE COMPANY ENDORSEMENTS NO 1 THROUGH NO. 10

ENDORSEMENT NO.1. The Company insures there have been no instruments filed among the Public Records of Martin County, affecting title to the lands described in Schedule A from October 26, 2009 at 12:42 p.m. through April 5, 2010 at 8:00 a.m. other than the following:

- A. Resolution Number 130-09 recorded in Official Records Book 2421, Page 564; (INFORMATION ONLY)
- B. Water and Wastewater Service Agreement recorded in Official Records Book 2431, Page 2119; (INFORMATION ONLY)
- C. Notice of Commencement recorded in Official Records Book 2433, Page 625; (INFORMATION ONLY)
- D. Additional Consent that Property Securing Loan Will Not be Used as Cross Collateral recorded in Official Records Book 2443, Page 678; (INFORMATION ONLY)
- E. Notice of Future Advance recorded in Official Records Book 2443, Page 688. (INFORMATION ONLY)

3. The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:
- A. Resolution Number 130-09 recorded in Official Records Book 2421, Page 564; (INFORMATION ONLY)
- B. Water and Wastewater Service Agreement recorded in Official Records Book 2431, Page 2119; (INFORMATION ONLY)
- C. Additional Consent that Property Securing Loan Will Not be Used as Cross Collateral recorded in Official Records Book 2443, Page 678; (INFORMATION ONLY)

ENDORSEMENT NO.2. NO NEW MATTERS

ENDORSEMENT NO.3. NO NEW MATTERS

ENDORSEMENT NO. 4. The Company insures there have been no instruments filed among the Public Records of County, affecting title to the lands described in Schedule A from May 4, 2010 at 5:00 p.m. through June 10, 2010 at 6:00 a.m. other than the following: Easement granted to Florida Power & Light Company recorded May 13, 2010, in Official Records Book 2453, page 1889, of the public records of Martin County, Florida. (ILLUSTRATED ON THE SURVEY)

3. The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:

None

ENDORSEMENT NO. 5. NO NEW MATTERS

ENDORSEMENT NO. 6. NO NEW MATTERS

ENDORSEMENT NO. 7 The Company insures there have been no instruments filed among the Public Records of County, affecting title to the lands described in Schedule A from August 18, 2010 at 6:00 a.m. through September 16, 2010 at 6:00 a.m. other than the following:

- Notice of Commencement recorded in Official Records Book 2475, Page 1239. (INFORMATION ONLY)
3. The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:
- None

ENDORSEMENT NO. 8 NO NEW MATTERS

ENDORSEMENT NO. 9 The Company insures there have been no instruments filed among the Public Records of Martin County, affecting title to the lands described in Schedule A from October 20, 2010 at 6:00 a.m. through November 16, 2010 at 6:00 a.m. other than the following:

- A. Bill of Sale from Turquoise Moon LLC to Martin County recorded in Official Records Book 2463, Page 800. (INFORMATION ONLY) --
- B. Resolution Number 114-2010 by the City Commission of the City of Stuart, Florida, recorded in Official Records Book 2486, Page 1828. (INFORMATION ONLY)
3. The Company insures each of the foregoing is subordinate lien of the mortgage insured except
- A. Bill of Sale recorded in Official Records Book 2483, Page 800. (INFORMATION ONLY)
- B. Resolution No. 114-2010 recorded in Official Records Book 2486, Page 1828. (INFORMATION ONLY)

ENDORSEMENT NO. 10 Chicago Title Insurance Company insures there have been no instruments filed among the Public Records of Martin County, affecting title to the lands described in Schedule A from November 16, 2010 at 6:00 a.m. through February 24, 2011 at 6:00 a.m. other than the following:

- A. Warranty Deed to Martin County recorded in Official Records Book 2498, Page 2142, (ILLUSTRATED ON THE SURVEY.)
- B. Resolution recorded in Official Records Book 2498, Page 2148. (SUPPORTS ORB 2498, PG 2102)
- C. Partial Release of Mortgage recorded in Official Records Book 2498, Page 2149; (RELEASES LIEN FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- D. Partial Release of Declaration recorded in Official Records Book 2498, Page 2155. (RELEASES USE RESTRICTIONS FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- E. Easement to Martin County, recorded in Official Records Book 2498, Page 2174. (ILLUSTRATED ON THE SURVEY.)
- F. Resolution recorded in Official Records Book 2498, Page 2185; (MARTIN COUNTY ACCEPTS EASEMENTS DESCRIBED IN ORB 2498, PG 2174)
- G. Claim of Lien recorded in Official Records Book 2498, Page 2781, together with Satisfaction of Lien recorded in Official Records Book 2501, Page 1091.
- H. Claim of Lien recorded in Official Records Book 2499, Page 884, together with satisfaction of Lien recorded in Official Records Book 2506, Page 398.
- I. Claim of Lien recorded in Official Records Book 2500, Page 2284, together with Satisfaction of Lien recorded in Official Records Book 2501, Page 255.

The Company insures each of the foregoing is subordinate to the lien of the mortgage insured except:

- A. Warranty Deed to Martin County recorded in Official Records Book 2498, Page 2142. (ILLUSTRATED ON THE SURVEY.)
- B. Partial Release of Mortgage recorded in Official Records Book 2498, Page 2148; (RELEASES LIEN FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- C. Partial Release of Declaration recorded in Official Records Book 2498, Page 2155. (RELEASES USE RESTRICTIONS FROM LANDS DESCRIBED IN ORB 2498, PG 2102)
- D. Easement to Martin County, recorded in Official Records Book 2498, Page 2174. (ILLUSTRATED ON THE SURVEY.)
- E. Resolution recorded in Official Records Book 2498, Page 2185; (MARTIN COUNTY ACCEPTS EASEMENTS DESCRIBED IN ORB 2498, PG 2174)

SURVEYOR'S NOTES CONTINUED

11. THIS TITLE COMMITMENT WAS FURTHER UPDATED ON JUNE 02, 2020 AT 8:00 AM, REFERENCE ORDER NUMBER 8578610, REFERENCE THE FOLLOWING: AMENDMENTS:

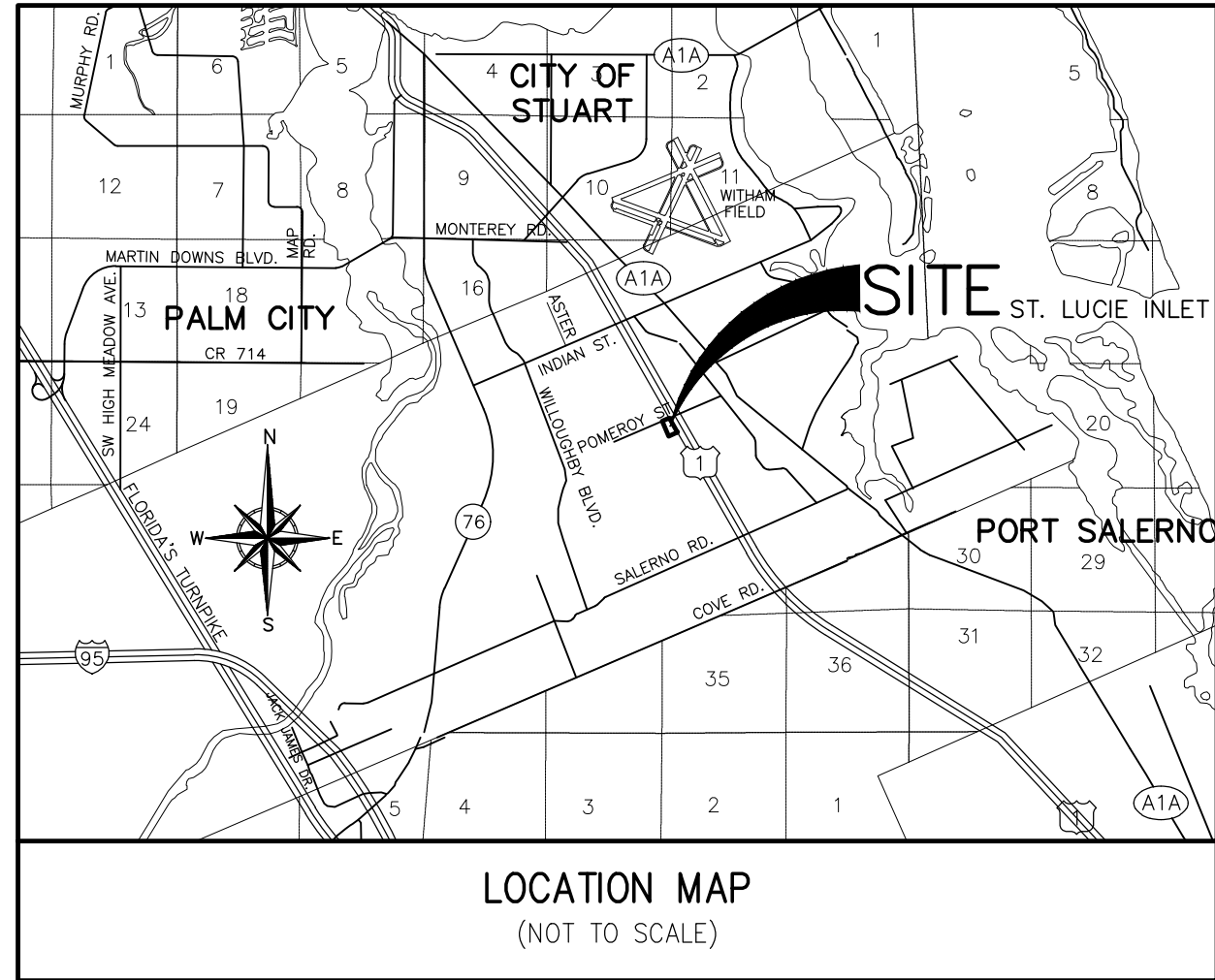
ITEM 1 OF SCHEDULE B, PART I IS HEREBY AMENDED TO READ AS FOLLOWS: TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

THE FOLLOWING EXCEPTION(S) IS/ARE HEREBY ADDED TO SCHEDULE B, PART 1 OF THE LOAN POLICY:

- A. CORRECTIVE RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2423, PAGE 1171. (AFFECTS PROPERTY – NOT DEPICTABLE)
- B. THREE UTILITY EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 2174 AS ACCEPTED AND APPROVED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 2185. (SHOWN ON SURVEY)
- C. UCC FINANCING STATEMENT AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 2183. (AFFECTS PROPERTY – NOT DEPICTABLE)
- D. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2697, PAGE 2930. (AFFECTS PROPERTY – NOT DEPICTABLE)

LESS AND EXCEPT LAND CONVEYED TO MARTIN COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2498, PAGE 2142. (SHOWN ON SURVEY)

12. THIS TITLE COMMITMENT WAS FURTHER UPDATED ON APRIL 22, 2022, REFERENCE FILE NUMBER 8578610, REFERENCE THE FOLLOWING: RESOLUTION NO. 21-12.6, RECORDED JANUARY 6, 2022 IN OFFICIAL RECORDS BOOK 3284, PAGE 1078. (AFFECTS PROPERTY, NOT DEPICTABLE)



SHEET KEY:

- 1) COVER SHEET
- 2) OVERALL BOUNDARY & EASEMENTS
- 3) UTILITY
- 4) PAVING, GRADING & DRAINAGE
- 5) DETAILS

SYMBOL LEGEND

- SIGN (SINGLE SUPPORT POLE)
- SIGN (DOUBLE SUPPORT POLE)
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE MANHOLE
- WIRING PULL BOX
- GUY WIRE & ANCHOR
- LIGHT POLE
- CONCRETE
- WOOD POWER POLE
- SANITARY VALVE
- IRRIGATION CONTROL VALVE

x 15.35 FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)

x 15.3 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)

ABBREVIATIONS

- ALTA AMERICAN LAND TITLE ASSOCIATION
- ACSM AMERICAN CONGRESS ON SURVEYING AND MAPPING
- BE BURIED ELECTRIC LINES
- BL Betsy Lindsay, Inc.
- CB CATCH BASIN
- CBS CONCRETE BLOCK STRUCTURE
- CLF CHAIN LINK FENCE
- CM CONCRETE MONUMENT
- CONC. CONCRETE
- DEED
- DDCV DOUBLE DETECTOR CHECK VALVE
- DMH STORM DRAIN MANHOLE
- EL. ELEVATION
- ENC. ENCROACHING
- FM FORCE MAIN
- FND. FOUND
- IPC IRON PIPE AND CAP
- IR IRON ROD
- IRC IRON ROD AND CAP
- INV. INVERT
- LB LICENSED BUSINESS
- M MEASURED
- MES MITERED END SECTION
- NO. NUMBER
- NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.
- OHE OVERHEAD ELECTRIC LINES
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- PK PARKER KALON NAIL
- P.L.S. PROFESSIONAL LAND SURVEYOR
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PT. POINT
- PVC POLY VINYL CHLORIDE PIPE
- RCF REINFORCED CONCRETE PIPE
- REF. REFERENCE
- R/W RIGHT OF WAY
- SAN. SANITARY
- T.B.M. TEMPORARY BENCHMARK
- T.CB TRAFFIC CONTROL BOX
- TRAV. TRAVERSE
- U.E. UTILITY EASEMENT
- WM WATER MAIN
- W/ WITH

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

LEGAL DESCRIPTION

BEING A PORTION OF TRACTS 217 AND 218 ACCORDING TO THE PLAT OF PORT SEWALL (SEWALL'S POINT LAND COMPANY SUBDIVISION) AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF SOUTH LINE OF SAID PLAT OF PORT SEWALL AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 29°01'32" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 50.25 FEET TO A POINT IN THE SAID WESTERLY RIGHT OF WAY THAT IS 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL AND BEING THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 29°01'32" WEST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 702.18 FEET TO THE INTERSECTION WITH A LINE OF 5.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID TRACTS 217 AND 218; THENCE SOUTH 66°47'01" WEST, ALONG LASTLY SAID LINE, A DISTANCE OF 331.11 FEET; THENCE SOUTH 23°12'59" EAST A DISTANCE OF 699.57 FEET TO THE INTERSECTION WITH A LINE 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL; THENCE NORTH 66°38'28" EAST, PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 402.18 FEET TO THE POINT OF BEGINNING.

LESS THEREFROM:

A 7.50 FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACTS 217 AND 218, ACCORDING TO THE PLAT OF PORT SEWALL (SEWALL'S POINT LAND COMPANY SUBDIVISION), AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF POMEROY STREET (S.E. MARKET PLACE), AS SHOWN ON THE PLAT OF WILLOUGHBY BOULEVARD AS RECORDED IN PLAT BOOK 11, PAGE 57; PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE COMMON LINE OF SAID TRACTS 217 AND 218 OF SAID PLAT OF PORT SEWALL; THENCE N66°19'17"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 206.11 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. ONE (STATE ROAD 5); THENCE S29°29'16"E ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 7.54 FEET TO AN INTERSECTION WITH A LINE BEING 7.50 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF POMEROY STREET (S.E. MARKET PLACE); THENCE S66°19'17"W ALONG SAID PARALLEL LINE, A DISTANCE OF 331.87 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 125.00 FEET OF SAID TRACT 218; THENCE N23°40'43"W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 7.50 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID POMEROY STREET (S.E. MARKET PLACE); THENCE N66°19'17"E, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 253,842 SQUARE FEET OR 5.83 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

TO AMERICAN HONDA FINANCE CORPORATION, CHICAGO TITLE INSURANCE COMPANY, TURQUOISE MOON LLC, WARD AND SMITH, P.A., MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 7b, 7c, 8, 9, 11, 13, 14 & 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON APRIL 27, 2022.

BETSY LINDSAY, INC. SURVEYING AND MAPPING

DATE OF PLAT OR MAP: MAY 25, 2022

ERNESTO J. GARCIA, P.L.S.
FLORIDA REGISTRATION NO. 3878

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED



B. BETSY LINDSAY, INC.
SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
05/06/22	REVISE PER COMMENTS
05/25/22	REVISE DRAWING

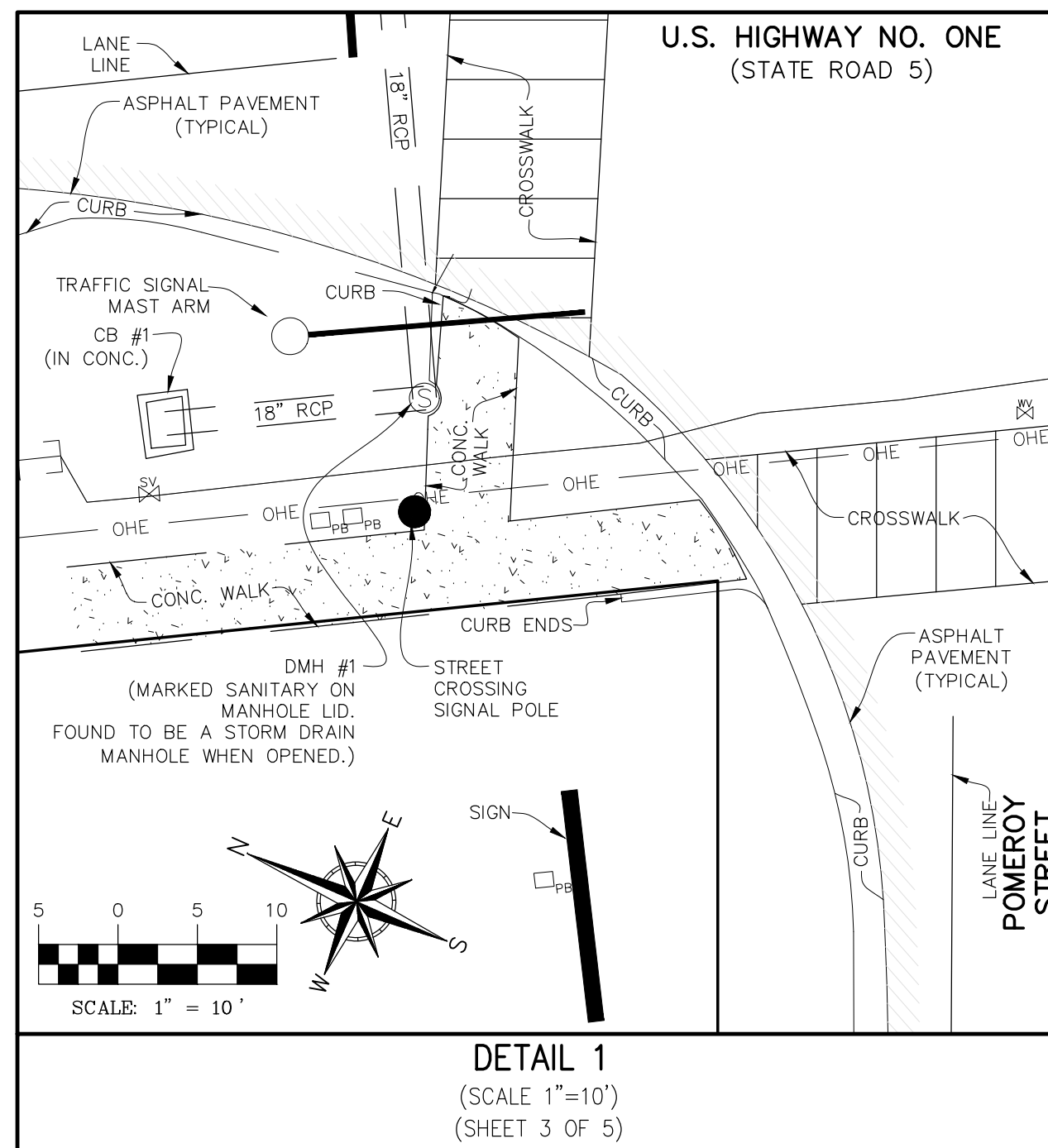
DATE 04/27/2022
SCALE AS SHOWN
FIELD B. STUART 18, BNC 1, STUART 40
DRAWN BY D.B./D.H.
CHECKED BY E.J.G.

A PORTION OF TRACTS 217 & 218 – PLAT OF
PORT SEWALL – MARTIN COUNTY, FLORIDA

TURQUOISE MOON LLC

BOUNDARY & ALTA/NSPS LAND TITLE SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 1
OF 5 SHEETS
PROJECT NO. 07-02

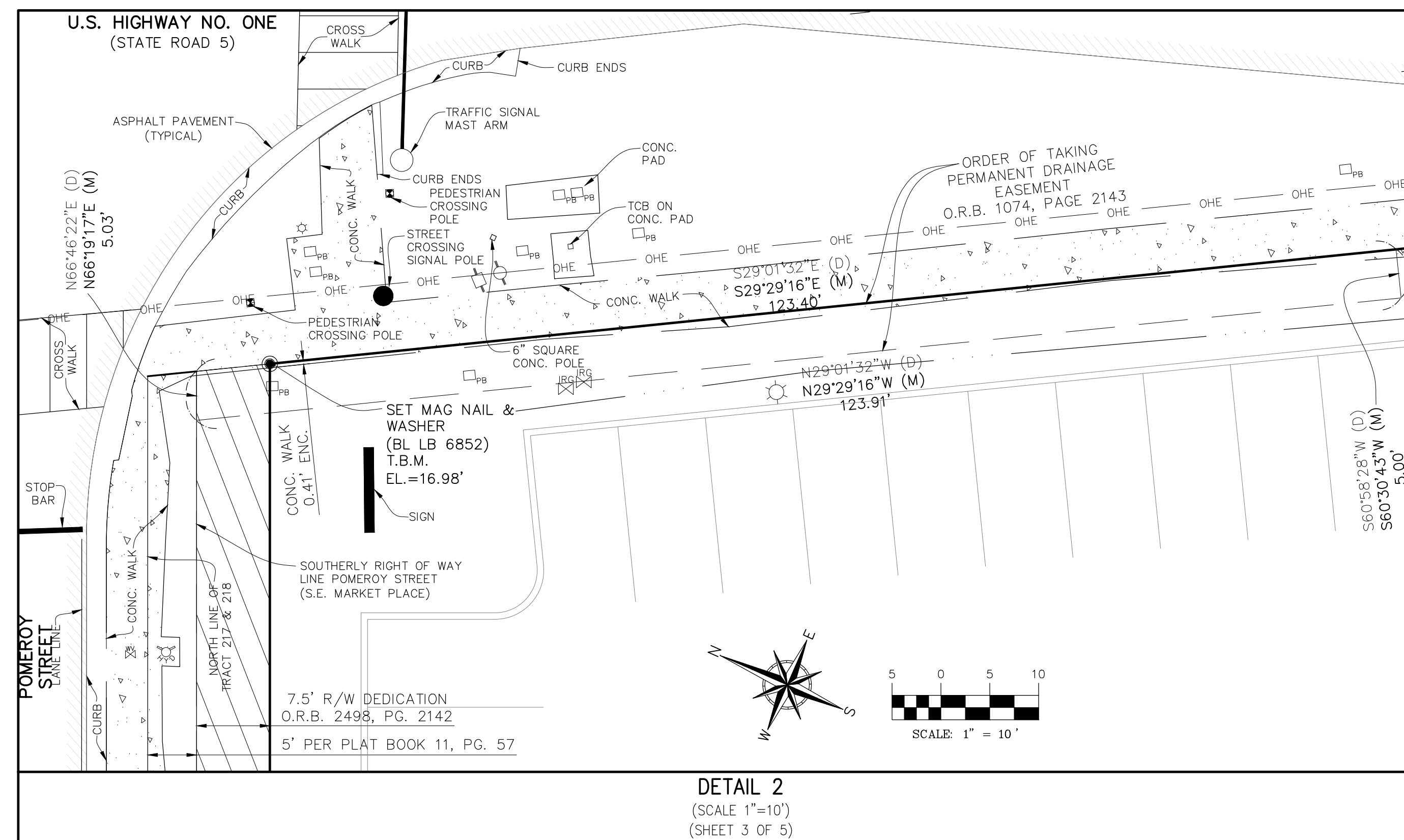
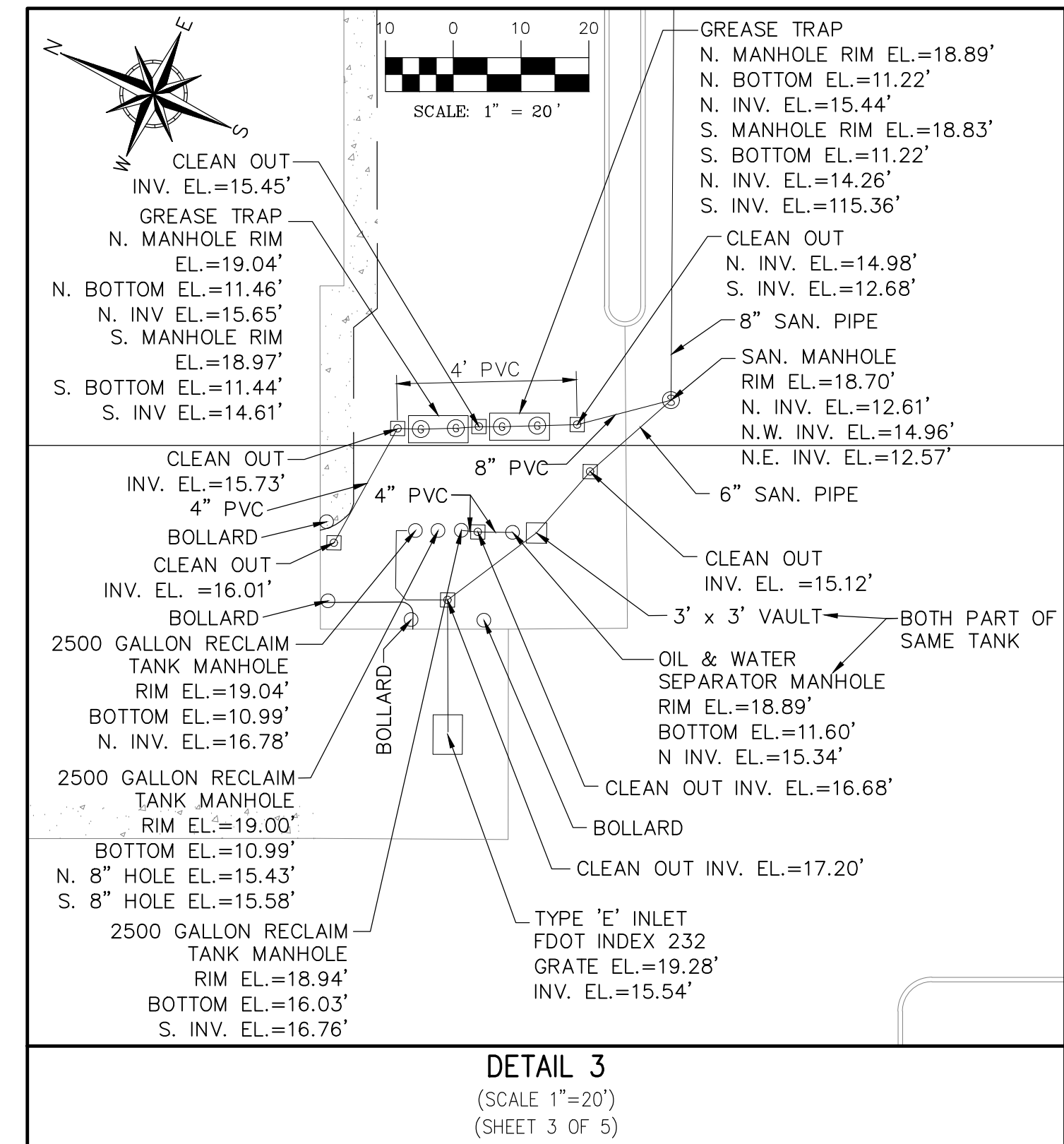


ABBREVIATIONS

ALTA	AMERICAN LAND TITLE ASSOCIATION
ACSM	AMERICAN CONGRESS ON SURVEYING
	AND MAPPING
BE	BURIED ELECTRIC LINES
BL	BETSY LINDSAY, INC.
CBS	CATCH BASIN
CB	CEMENT BLOCK STRUCTURE
CH	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CONC.	CONCRETE
	DEED
DCDV	DOUBLE DETECTOR CHECK VALVE
DMH	STORM DRAIN MANHOLE
EL	ELEVATION
ENC	ENCROACHMENT
FM	FORCE MAIN
FND.	FOUND
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
INV	INVERT
LB	LICENSED SURVEYOR
M	MEASURED
MES	MISERED END SECTION
N	NUMBER
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC.
	OVERHEAD ELECTRIC LINES
ONE	ORIGINAL RECORDS BOOK
O.R.B.	ORIGINAL RECORDS BOOK
PC	PIPE
P.L.S.	PARKER KALON NAIL
P.L.S.	PARKER KALON LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT
PVC	POLY VINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R/W	REFERENCE
R/W	RIGHT OF WAY
SAN	SANITARY
T.B.M.	TEMPORARY BENCHMARK
T.CB	TRAFFIC CONTROL BOX
TRAV.	TRAVERSE
U.E.M.	UTILITY EASEMENT
W	WATER MAIN
W/	WITH

SYMBOL LEGEND

	SIGN (SINGLE SUPPORT POLE)
	SIGN (DOUBLE SUPPORT POLE)
	WATER VALVE
	FIRE HYDRANT
	TELEPHONE MANHOLE
	WIRING PULL BOX
	GUY WIRE & ANCHOR
	LIGHT POLE
	CONCRETE
	WOOD POWER POLE
	SANITARY VALVE
	IRRIGATION CONTROL VALVE
x 15.35	FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)
x 15.3	FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)



BETSY LINDSAY, INC.
SURVEYING AND MAPPING

7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
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DATE 04/27/2022
SCALE AS SHOWN
FIELD BK. STUART 18, BBC 1,
STUART 40
DRAWN BY D.B./D.H.
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A PORTION OF PARCELS 217 & 218 - PLAT OF
PORT SEWALL - MARTIN COUNTY, FLORIDA
TURQUOISE MOON LLC

BOUNDARY & ALTA/NSPS LAND TITLE SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 5
OF 5 SHEETS
PROJECT NO.
07-02



TABLE OF CONTENTS:	LOCATION MAP:	SITE DATA	LEGEND																																														
L1 - TITLE SHEET L2 - SITEWORK PLAN NORTH L3 - SITEWORK PLAN SOUTH / MITIGATION TABLE L4 - PLANTING PLAN NORTH L5 - PLANTING PLAN SOUTH L6 - NORTH ELEVATION / CODE TABLES / PLANT SCHEDULE / PLANT PICTURES L1 - DETAILS AND SPECIFICATIONS		HARDINESS ZONE: 10A MEAN ANNUAL PRECIPITATION: 56" - 64" MEAN ANNUAL AIR TEMP: 72° - 79° FROST FREE PERIOD: 350 - 365 DAYS SOIL TYPE: LAWNWOOD AND SIM., MYAKKA AND SIM., MARINE TERR. ON FLATWOODS LANDFORM: A - 0" - 5" FINE SAND SOIL PROFILE: E - 5" - 28" FINE SAND 8h - 28" - 52" LOAMY FINE SAND C1 - 52" - 64" FINE SAND C2 - 64" - 80" LOAMY FINE SAND 0% - 2% 20" - 30" TO ORTSTEIN POORLY DRAINED HIGH 6" - 18" NONE A/D SLOPE: 20° - 30° TO ORTSTEIN DEPTH TO RESTRICTIVE FEATURE: HIGH DRAINAGE CLASS: POORLY DRAINED RUNOFF CLASS: HIGH DEPTH TO WATER TABLE: 6" - 18" FREQUENCY FOR FLOODING: NONE HYDROLOGIC SOIL GROUP: A/D Sandy soils on flats of mesic or hydric lowlands. HYDRIC SOIL RATING: NO WETLANDS: NA	<table><tr><th colspan="2">SYMBOLS</th><th colspan="2">LINE TYPES / NOTES</th></tr><tr><td> TELEPHONE PEDESTAL</td><td> DOWNSPOUT</td><td> A/C UNIT</td><td> FENCE</td></tr><tr><td> CABLE TV PEDESTAL</td><td> HOSE BIB</td><td> EXISTING PALM SYMBOLS VARY BASED ON SPECIES</td><td> PROPERTY LINE</td></tr><tr><td> WELL</td><td> MAILBOX</td><td> EXISTING TREE SYMBOLS VARY BASED ON SPECIES</td><td> SETBACK / EASEMENT</td></tr><tr><td> WATER METER</td><td> UTILITY POLE</td><td> EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES</td><td> EXISTING CONTOURS (BASED ON LOCAL GAS DATA)</td></tr><tr><td> GAS METER</td><td> LIGHT POST</td><td> EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN</td><td> PROPOSED CONTOURS</td></tr><tr><td> ELECTRIC METER</td><td> WALL MOUNTED LIGHT</td><td> EXISTING TREE TO BE REMOVED</td><td> EXISTING VEGETATION MASS</td></tr><tr><td> IRRIGATION BOX</td><td> POOL EQUIPMENT</td><td> EXISTING TREE TO BE RELOCATED</td><td> SPOT GRADES</td></tr><tr><td> FIRE HYDRANT</td><td></td><td></td><td></td></tr></table> <table><tr><th colspan="2">ABBREVIATIONS</th></tr><tr><td>EX</td><td>EXISTING</td></tr><tr><td>FV</td><td>FIELD VERIFY</td></tr><tr><td>TBD</td><td>TO BE DETERMINED</td></tr><tr><td>OAP</td><td>ON ADJACENT PROPERTY</td></tr></table>	SYMBOLS		LINE TYPES / NOTES		TELEPHONE PEDESTAL	DOWNSPOUT	A/C UNIT	FENCE	CABLE TV PEDESTAL	HOSE BIB	EXISTING PALM SYMBOLS VARY BASED ON SPECIES	PROPERTY LINE	WELL	MAILBOX	EXISTING TREE SYMBOLS VARY BASED ON SPECIES	SETBACK / EASEMENT	WATER METER	UTILITY POLE	EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES	EXISTING CONTOURS (BASED ON LOCAL GAS DATA)	GAS METER	LIGHT POST	EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN	PROPOSED CONTOURS	ELECTRIC METER	WALL MOUNTED LIGHT	EXISTING TREE TO BE REMOVED	EXISTING VEGETATION MASS	IRRIGATION BOX	POOL EQUIPMENT	EXISTING TREE TO BE RELOCATED	SPOT GRADES	FIRE HYDRANT				ABBREVIATIONS		EX	EXISTING	FV	FIELD VERIFY	TBD	TO BE DETERMINED	OAP	ON ADJACENT PROPERTY
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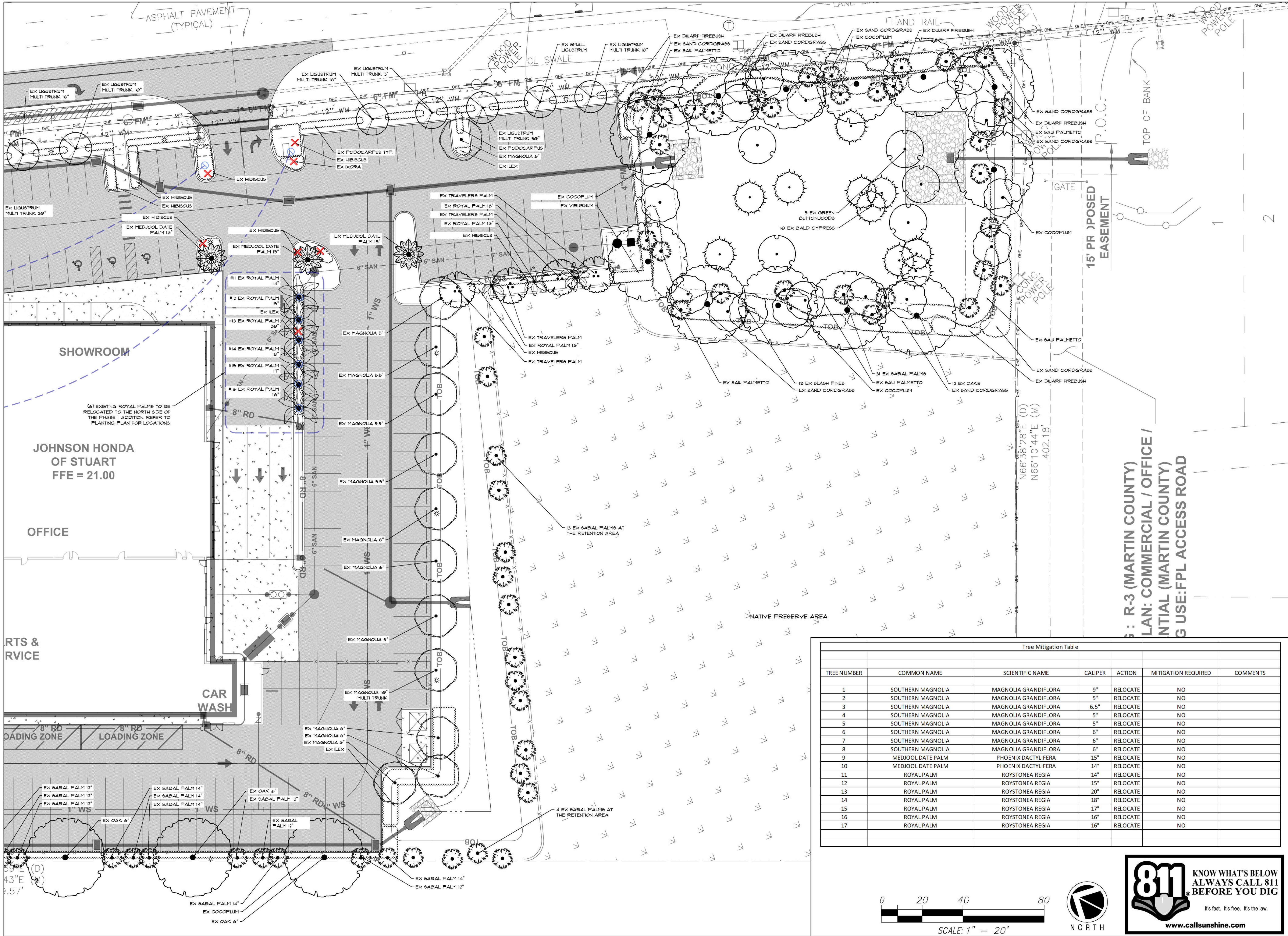
Michael Flough
LANDSCAPE ARCHITECT
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Stuart
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Sheet
L1
Title Sheet

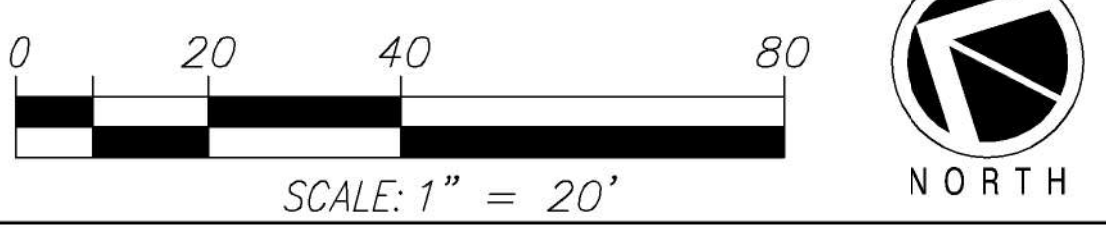
Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

Please note:
This plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property surveys, architectural plans, aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or approximate or the design during installation are necessary. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work.

Date: 06/03/2022
Design by: MF:PA
Reviewed by: MF
Revised: 09/23/2022



Tree Mitigation Table						
TREE NUMBER	COMMON NAME	SCIENTIFIC NAME	CAULPER	ACTION	MITIGATION REQUIRED	COMMENTS
1	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	9"	RELOCATE	NO	
2	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
3	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6.5"	RELOCATE	NO	
4	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
5	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
6	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
7	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
8	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
9	MEDJOOOL DATE PALM	PHOENIX DACTYLIFERA	15"	RELOCATE	NO	
10	MEDJOOOL DATE PALM	PHOENIX DACTYLIFERA	14"	RELOCATE	NO	
11	ROYAL PALM	ROYSTONEA REGIA	14"	RELOCATE	NO	
12	ROYAL PALM	ROYSTONEA REGIA	15"	RELOCATE	NO	
13	ROYAL PALM	ROYSTONEA REGIA	20"	RELOCATE	NO	
14	ROYAL PALM	ROYSTONEA REGIA	18"	RELOCATE	NO	
15	ROYAL PALM	ROYSTONEA REGIA	17"	RELOCATE	NO	
16	ROYAL PALM	ROYSTONEA REGIA	16"	RELOCATE	NO	
17	ROYAL PALM	ROYSTONEA REGIA	16"	RELOCATE	NO	





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Sheet
L3
Sitemap Plan
South

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

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Date: 06/03/2022
Design by: MF/PA
Reviewed by: MF
Revised: 09/23/2022



Page 353 of 672



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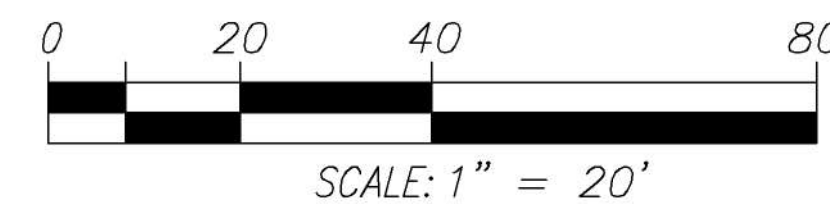
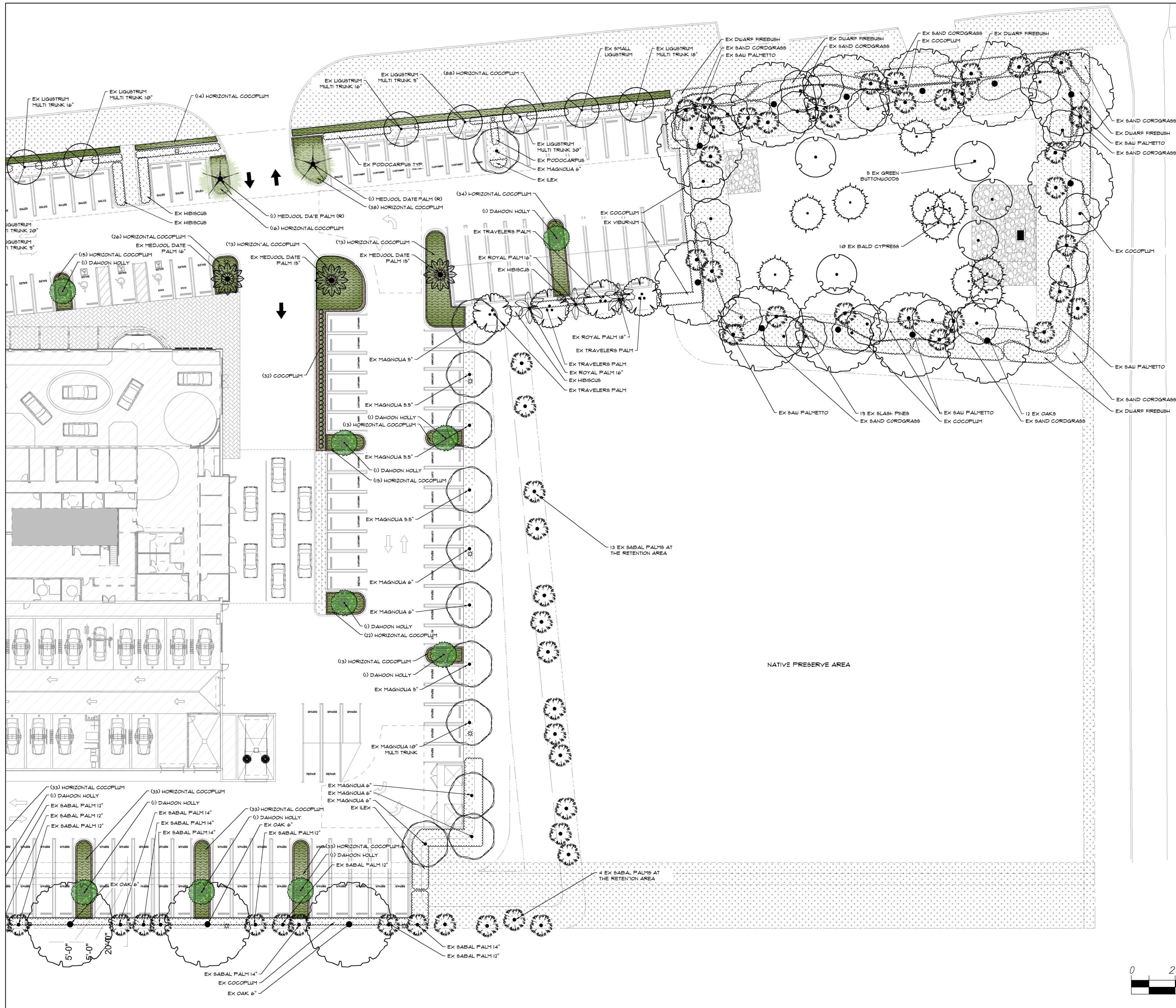
Sheet
L4
Planting Plan
North

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

Date: 06/03/2022
Design by: MF/PA
Reviewed by: MF
Revised: 09/23/2022

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0 20 40 80
SCALE: 1" = 20'
NORTH



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Sheet
L5
Planting Plan
South

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

Date: 06/03/2022
Design by: MF/PA
Reviewed by: MF
Revised: 09/23/2022

REGISTERED LANDSCAPE ARCHITECT
MICHAEL FLOUGH
FLA. REG. #A-0001728
STUART, FL 34997

Please note:
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PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	NOTES
	13	ILEX CASSINE	DAHOO HOLLY	25 GAL		12' HT., 6' SPRD.		
RELOCATED TREES AND PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	NOTES
	8	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA (R)	TRANSPLANTED				
	2	PHOENIX DACTYLOPERA	MEDJOL DATE PALM (R)	TRANSPLANTED				
	1	ROYSTONEA REGIA	ROYAL PALM (R)	TRANSPLANTED				
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	32	CHRYSOBALANUS ICACO 'RED-TIP'	COCOPLUM	3 GAL	24" OC	18" HT. FULL	NATIVE	REQ. CODE
	25	HIBISCUS ROSA-SINENSIS 'DOUBLE PEACH'	PEACH HIBISCUS	3 GAL	30" O.C.	24X18"		
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	901	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL	30" O.C.	8"X12"	NATIVE	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	409	LANTANA SPP.	LANTANA	1 GAL		6"X8"	NATIVE	
	1,465	NEPHROLEPIS CORDIFOLIA	SWORDFERN	1 GAL		18"	NATIVE	
	69	SPARTINA BAKERI	SAND CORD GRASS	1 GAL	4' O.C.	28" HT., FULL	NATIVE	
OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	NOTES
	13,629 SF	HARDWOOD, NON-CYPRESS MULCH AT NON REQUIRED PLANTINGS	MULCH	S.F.	AS NEEDED	4" LAYER		



DAHOO HOLLY



RELOCATED MAGNOLIA



RELOCATED MEDJOL DATE PALM



ROYAL PALM



RED TIP COCOPLUM



DOUBLE PEACH HIBISCUS



HORIZONTAL COCOPLUM



LANTANA



NATIVE SWORD FERN



SAND CORDGRASS

XERISCAPE REQUIREMENTS

OPTION	POINTS AVAILABLE	POINTS ACQUIRED
UTILIZATION OF MOISTURE SENSING CONTROLLER OTHER THAN RAIN SWITCH	5	0
PLAN SUBMITTED WITH LOW, MODERATE AND HIGH WATER USAGE ZONES INDICATED ON THE LANDSCAPE PLAN	5	0
GRASS:		
25 - 50% OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT GRASS SPECIES FROM THE LIST	5	0
51% OR MORE OF THE GRASS AREAS ARE MADE UP OF DROUGHT TOLERANT GRASS SPECIES FROM THE LIST	10	10
SHRUBS:		
25 - 50% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST	5	0
51% OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST	10	10
25 - 50% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST	5	0
51% OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST	10	10
25% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA	5	0
50% MORE THAN THE REQUIRED SHADE TREES PLANTED IN THE VEHICULAR USE AREA	10	0
SOD AREA LESS THAN 50% OF LANDSCAPE AREA	10	10
UTILIZATION OF COMPACTED MULCHED PLANTING BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER	10	10
TOTAL POINTS REQUIRED:	50	50

PERVIOUS AREA CHANGE

	PHASE 1	PHASE 2	TOTAL
PERVIOUS AREA INCREASE	1,294 SF	1,005 SF	8,299 SF
PERVIOUS AREA DECREASE	2,819 SF	2,041 SF	4,866 SF
NET PERVIOUS AREA CHANGE	+4,475 SF	-1,042 SF	+3,433 SF

TOTAL SITE AREA: 256,329 SQ/FT (5.88 ACRES)

- REQUIRED LANDSCAPE AREA 256,329 X 20% = 51,266 SQ/FT
- LANDSCAPE AREA PROVIDED: 110,010 SQ/FT (INCLUDING RETENTION PONDS AND PRESERVATION AREA)
- 1 TREE REQUIRED BY 2,500 SQ/FT OF SITE AREA
- 103 TREES REQUIRED
- 94 EXISTING TREES AND 13 NEW TREES
- 83 EXISTING PALMS (EQUALS 41 TREES)
- TOTAL EXISTING TREES 148

INTERIOR LANDSCAPE

- REQUIRED LANDSCAPE AREA: 51,266 SQ/FT X 50% = 25,633 SQ/FT
- LANDSCAPE AREA PROVIDED: 5,393 SQ/FT (WAIVER REQUIRED)
- 1 TREE REQUIRED FOR EVERY 500 SQ/FT = 11 TREES
- 14 TREES AND 6 PALMS PROVIDED

TREE CANOPY COVERAGE

- PROPOSED AND EXISTING TREE CANOPY COVERAGE: 122,690 SQ/FT
- SITE AREA 256,329 SQ/FT / 122,690 SQ/FT = 47.8% CANOPY COVERAGE

LANDSCAPE STRIP BETWEEN THE PARKING AREAS AND ABUTTING STREETS PER SEC. 6.04.01 ALONG POMEROY STREET, AND U.S. 1

TREES

- 803 LN/FT X 10' WIDE LANDSCAPE STRIP
- 1 TREE PER 30 LN/FT
- 21 TREES REQUIRED
- 19 EXISTING TREES AND 2 EXISTING PALMS (1 TREE)
- 20 TOTAL EXISTING TREES
- 8 RELOCATED MAGNOLIA TREES
- 28 TOTAL TREES PROVIDED

SHRUBS

- HEDGE WITH PLANTINGS AT 24" TO 30" ON CENTER
- EXISTING HEDGE OF PODOCARPUS

GROUND COVER

- 25% OF THE LANDSCAPE STRIP SHALL HAVE GROUND COVER
- NO EXISTING GROUND COVER ON SITE
- 803 LN/FT X 10' LANDSCAPE STRIP WIDTH = 8,030 SQ/FT
- 8,030 SQ/FT X 25 = 2,020 SQ/FT OF GROUND COVER REQUIRED
- 2,155 SQ/FT OF GROUND COVERS ARE PROPOSED

LANDSCAPE STRIP BETWEEN THE PARKING AREAS AND ABUTTING PRIVATE PROPERTY PER SEC. 6.04.01 ALONG THE WEST PROPERTY LINE

TREES

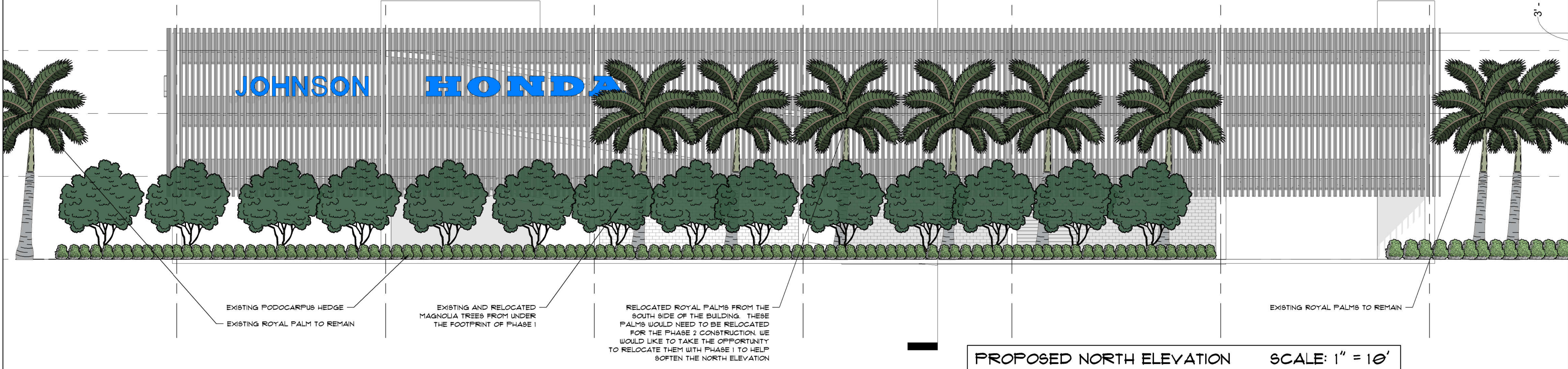
- 353 LN/FT X 5' WIDE LANDSCAPE STRIP
- 1 TREE PER 30 LN/FT
- 12 TREES REQUIRED
- 5 EXISTING TREES AND 16 EXISTING PALMS (EQUALS 8 TREES)
- 13 TOTAL EXISTING TREES

SHRUBS

- HEDGE WITH PLANTINGS AT 24" TO 30" ON CENTER
- EXISTING HEDGE OF COCOPLUM

GROUND COVER

- 25% OF THE LANDSCAPE STRIP SHALL HAVE GROUND COVER
- NO EXISTING GROUND COVER ON SITE
- 353 LN/FT X 5' LANDSCAPE STRIP WIDTH = 1,765 SQ/FT
- 1,765 SQ/FT X 25 = 442 SQ/FT OF GROUND COVER REQUIRED
- PROPOSED PARKING LOT ISLANDS ALONG THE WEST PROPERTY LINE CONTAIN 1,064 SQ/FT OF GROUND COVERS



PROPOSED NORTH ELEVATION

SCALE: 1" = 10'

Michael Flough
LANDSCAPE ARCHITECT



Sheet
L6
North Elevation

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

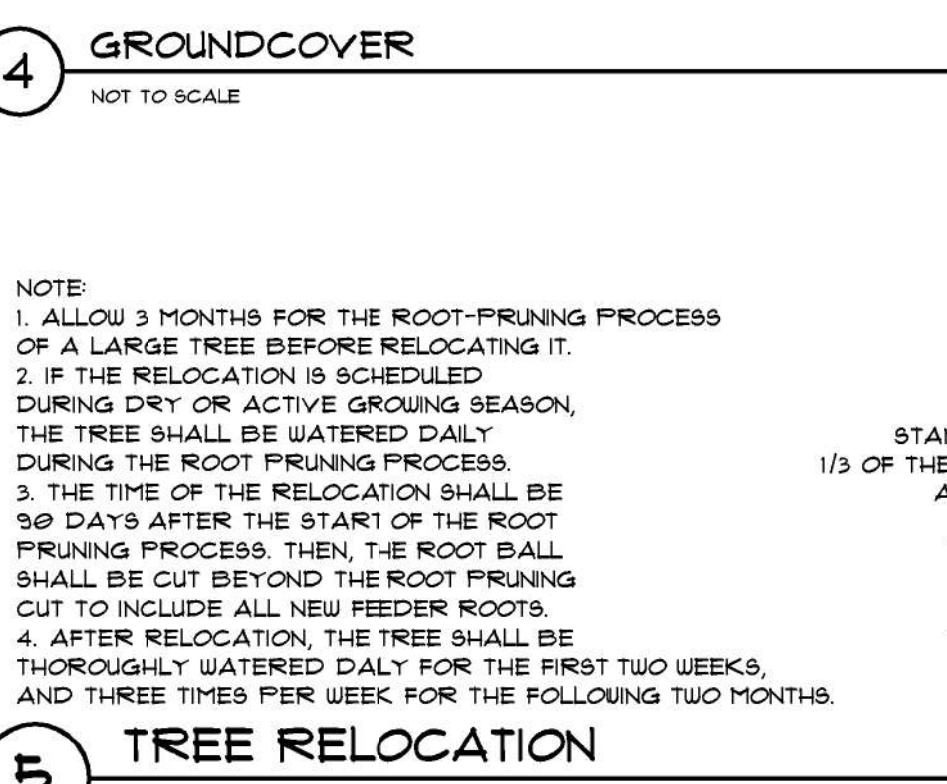
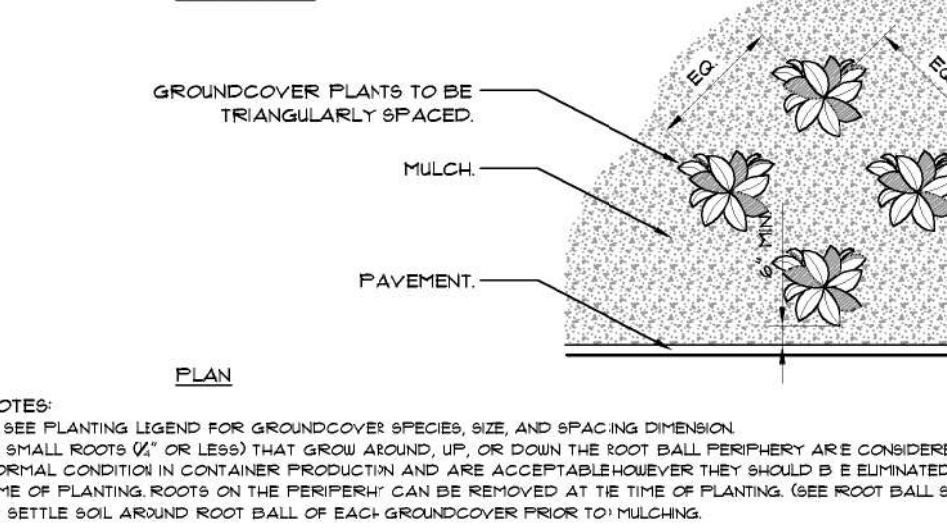
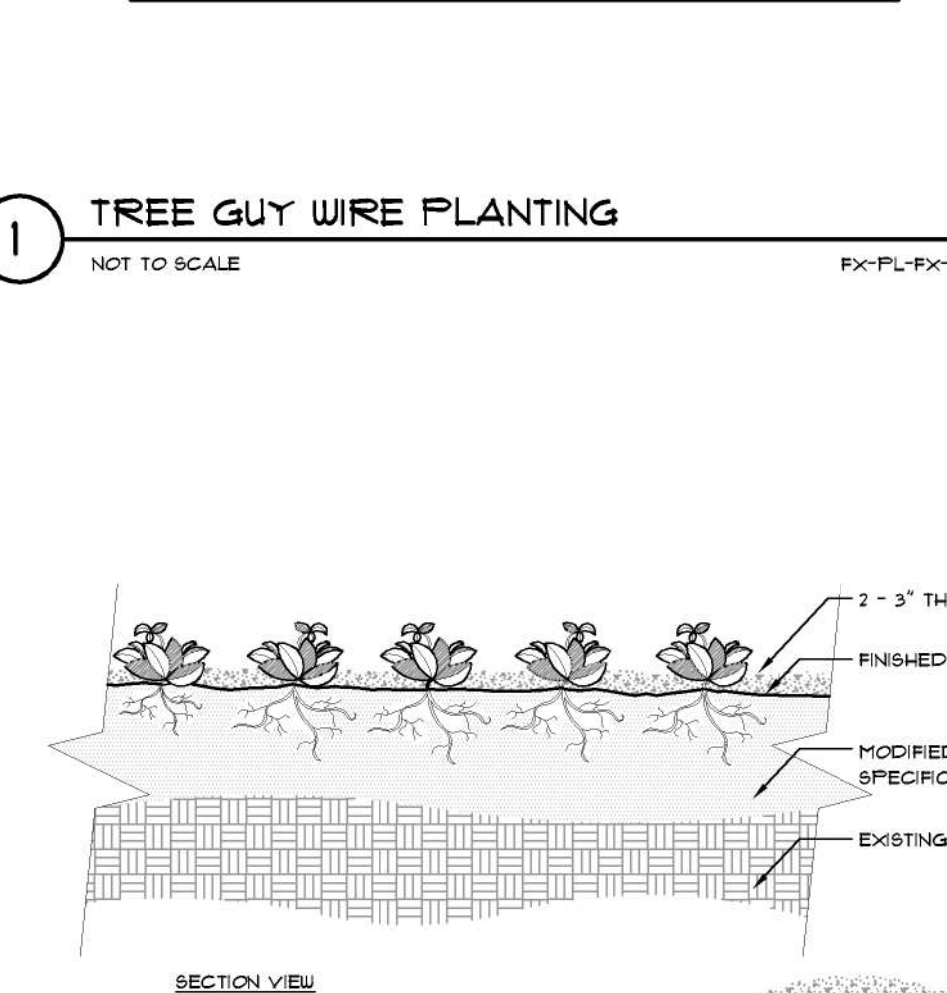
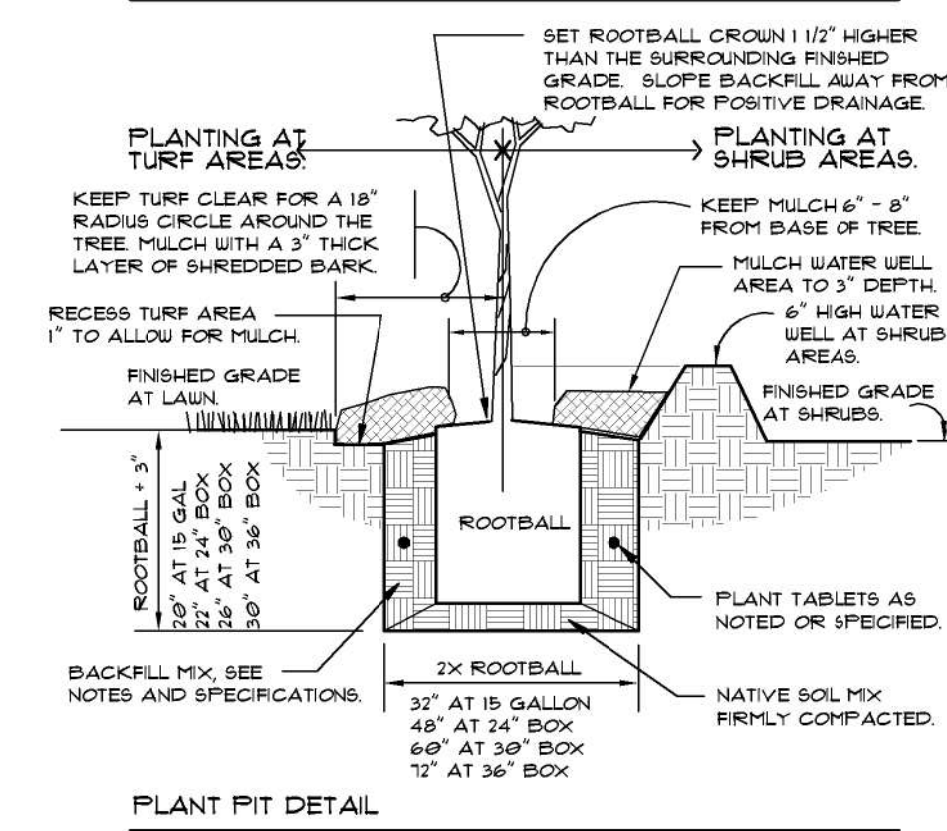
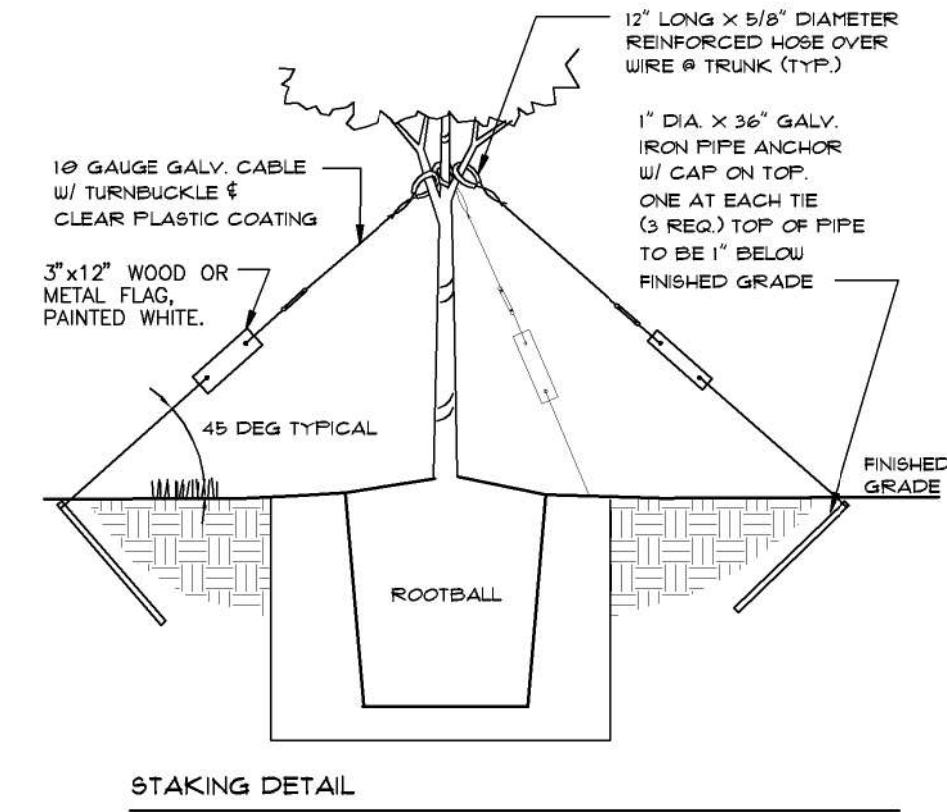


Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/23/2022

LANDSCAPE INSTALLATION NOTES:

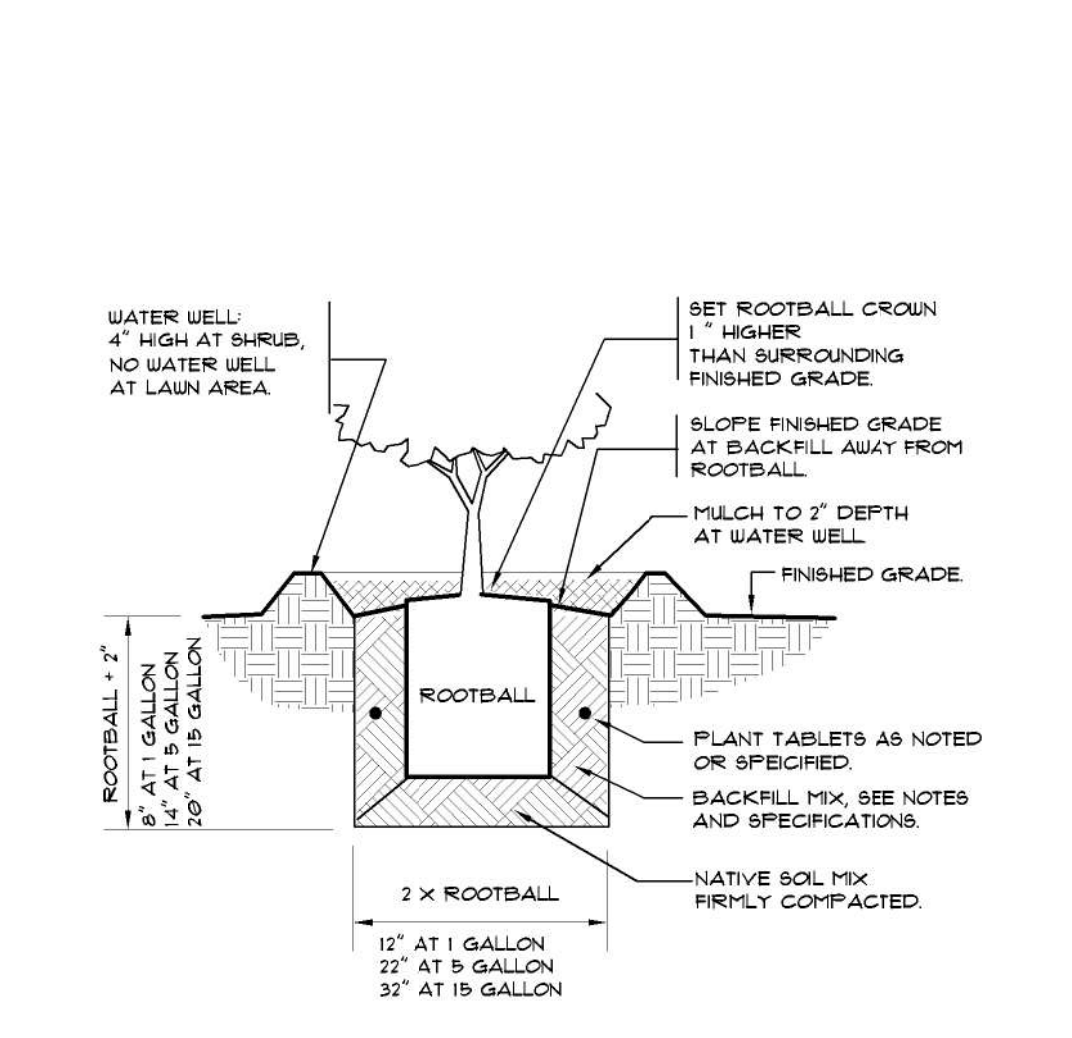
1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST, AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.

1. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
2. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOD, DRIVEWAY OR WALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS; TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
27. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUYED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
28. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
29. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTIED FOR 90 DAYS; ALL TREES AND PALMS SHALL BE WARRANTIED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



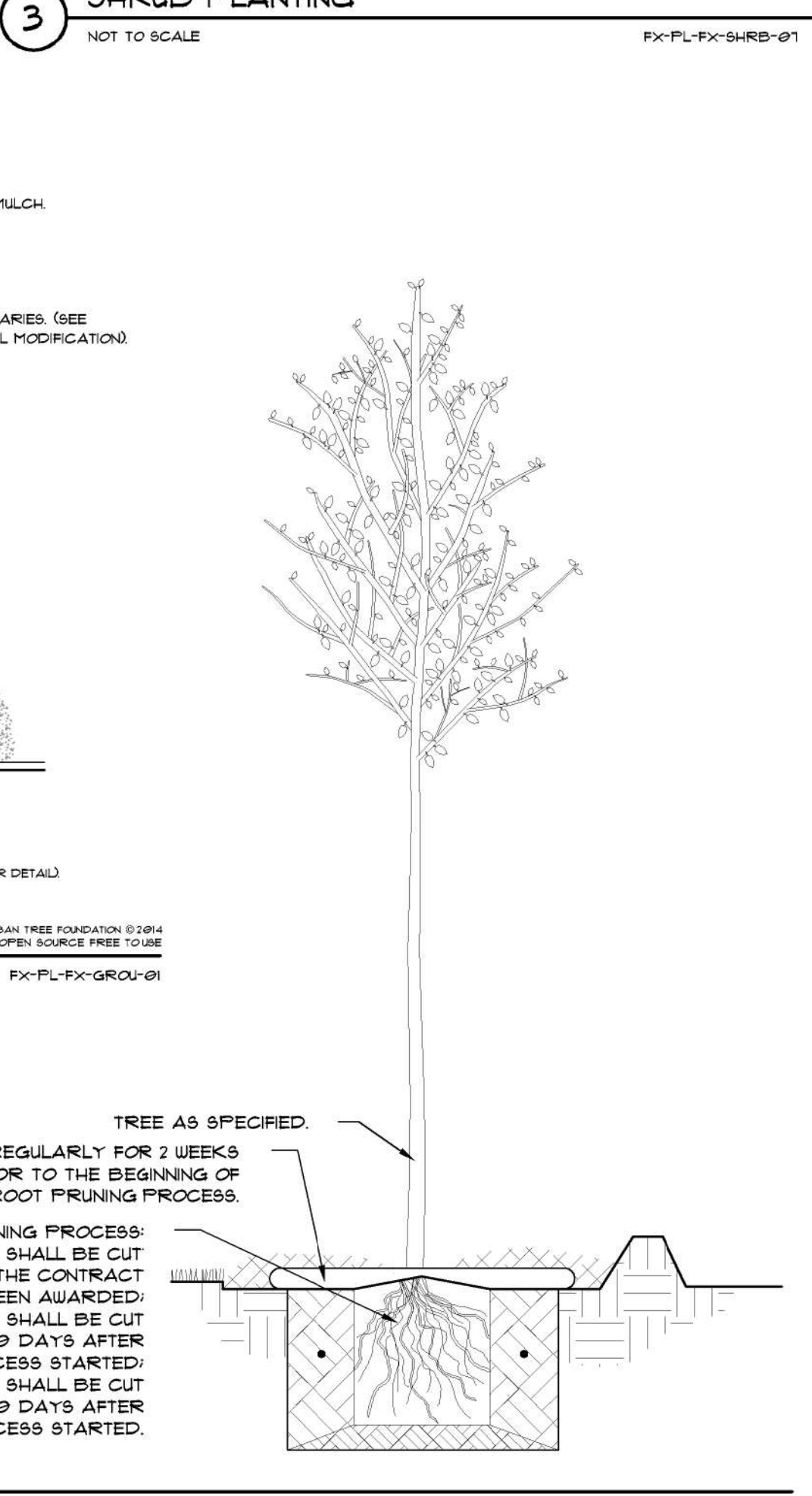
2 PALM TREE PLANTING

NOT TO SCALE FX-PL-FX-TREE-15



3 SHRUB PLANTING

NOT TO SCALE FX-PL-FX-SHRUB-01



LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
- 1.1. MAINTAIN ST. AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
- 1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
- 1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
- 1.4. 100% OF THE SOD AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
- 2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
- 2.2. APPLY 3" LAYER OF M&C CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
- 3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MID TO LATE FEBRUARY.
- 3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
- 3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
- 3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
- 4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
- 4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
- 4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
- 5.1. WEED CONTROL SHALL BE PREVENTATIVE.
- 5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
- 6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
- 6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
- 6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
- 6.4. TREES SHOULD RECEIVE 2 - 3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
- 6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
- 6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
- 6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
- 6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
- 7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
- 7.2. REMOVE DEAD FRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
- 7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
- 7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
- 7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
- 7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
- 7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
- 8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN, CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MANY OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
- 8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
- 9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
- 9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
- 9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
- 9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
- 10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THRIVE.
- 10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
- 10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
- 10.4. ACIDIC ORGANIC MATTER, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
- 10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
- 11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
- 11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
- 12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
- 12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

Sheet
L7
Details and
Specifications

Landscape Plan Phase 1
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997



Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/23/2022

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L1 - TITLE SHEET L2 - SITEWORK PLAN NORTH L3 - HARDSCAPE PLAN SOUTH / MITIGATION TABLE L4 - PLANTING PLAN NORTH L5 - PLANTING PLAN SOUTH / PLANT SCHEDULE / PLANT PICTURES / CODE TABLES L6 - DETAILS AND SPECIFICATIONS		HARDINESS ZONE: MEAN ANNUAL PRECIPITATION: MEAN ANNUAL AIR TEMP: FROST FREE PERIOD: SOIL TYPE: LANDFORM: SOIL PROFILE: SLOPE: DEPTH TO RESTRICTIVE FEATURE: DRAINAGE CLASS: RUNOFF CLASS: DEPTH TO WATER TABLE: FREQUENCY FOR FLOODING: HYDROLOGIC SOIL GROUP: Sandy soils on flats of mesic or hydric lowlands. HYDRIC SOIL RATING: WETLANDS:	10A 56" - 64" 72° - 79° 350 - 365 DAYS LAWNWOOD AND SIM., MYAKKA AND SIM., MARINE TERR. ON FLATWOODS A - 0" - 5" FINE SAND E - 5" - 28" FINE SAND Bh - 28" - 52" LOAMY FINE SAND C1 - 52" - 64" FINE SAND C2 - 64" - 80" LOAMY FINE SAND 0% - 2% 20" - 30" TO ORTSTEIN POORLY DRAINED HIGH 6" - 18" NONE A/D NO NA	<table><thead><tr><th colspan="2">SYMBOLS</th><th colspan="2">LINE TYPES / NOTES</th></tr></thead><tbody><tr><td>T TELEPHONE PEDESTAL</td><td>□ DOWNSPOUT</td><td> A/C UNIT</td><td> FENCE</td></tr><tr><td>CA CABLE TV PEDESTAL</td><td>→ HOSE BIB</td><td> EXISTING PALM SYMBOLS VARY BASED ON SPECIES</td><td> PROPERTY LINE</td></tr><tr><td>W WELL</td><td>MB MAILBOX</td><td> EXISTING TREE SYMBOLS VARY BASED ON SPECIES</td><td> SETBACK / EASEMENT</td></tr><tr><td>WM WATER METER</td><td>U UTILITY POLE</td><td> EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES</td><td> EXISTING CONTOURS (BASED ON LOCAL GIS DATA)</td></tr><tr><td>G GAS METER</td><td>☀ LIGHT POST</td><td> EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN</td><td> PROPOSED CONTOURS</td></tr><tr><td>E ELECTRIC METER</td><td>☀ WALL MOUNTED LIGHT</td><td> EXISTING TREE TO BE REMOVED</td><td> EXISTING VEGETATION MASS</td></tr><tr><td>IB IRRIGATION BOX</td><td> POOL EQUIPMENT</td><td> EXISTING TREE TO BE RELOCATED</td><td> SPOT GRADES</td></tr><tr><td>FH FIRE HYDRANT</td><td></td><td></td><td></td></tr></tbody></table> <table><thead><tr><th colspan="2">ABBREVIATIONS</th></tr></thead><tbody><tr><td>EX</td><td>EXISTING</td></tr><tr><td>FV</td><td>FIELD VERIFY</td></tr><tr><td>TBD</td><td>TO BE DETERMINED</td></tr><tr><td>OAP</td><td>ON ADJACENT PROPERTY</td></tr></tbody></table>	SYMBOLS		LINE TYPES / NOTES		T TELEPHONE PEDESTAL	□ DOWNSPOUT	A/C UNIT	FENCE	CA CABLE TV PEDESTAL	→ HOSE BIB	EXISTING PALM SYMBOLS VARY BASED ON SPECIES	PROPERTY LINE	W WELL	MB MAILBOX	EXISTING TREE SYMBOLS VARY BASED ON SPECIES	SETBACK / EASEMENT	WM WATER METER	U UTILITY POLE	EXISTING SHRUB SYMBOLS VARY BASED ON SPECIES	EXISTING CONTOURS (BASED ON LOCAL GIS DATA)	G GAS METER	☀ LIGHT POST	EXISTING PLANT SYMBOLS SHOWN ON THE PLANTING PLAN REPRESENT PLANTS TO REMAIN	PROPOSED CONTOURS	E ELECTRIC METER	☀ WALL MOUNTED LIGHT	EXISTING TREE TO BE REMOVED	EXISTING VEGETATION MASS	IB IRRIGATION BOX	POOL EQUIPMENT	EXISTING TREE TO BE RELOCATED	SPOT GRADES	FH FIRE HYDRANT				ABBREVIATIONS		EX	EXISTING	FV	FIELD VERIFY	TBD	TO BE DETERMINED	OAP	ON ADJACENT PROPERTY
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LANDSCAPE ARCHITECT

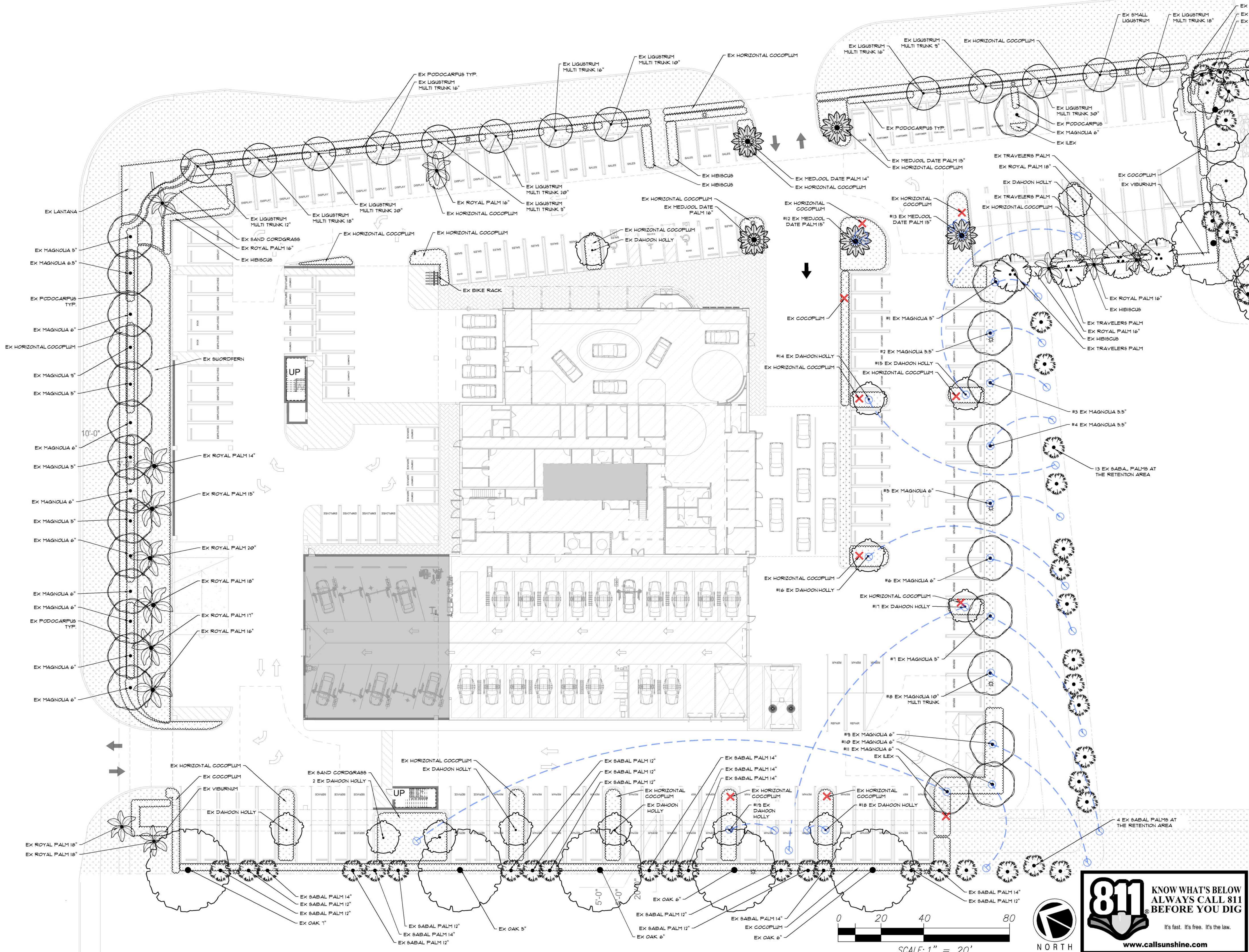
FL Reg. #A-0001728
772.419.0024
Stuart
Houzz.com/pro/Michael-Flough www.MikeFloughLA.com

Sheet
L1
Title Sheet

Landscape Plan Phase 2
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/15/2022

Please note:
This landscape plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property surveys, architectural plans, aerial imagery, site observations, photographs, and site plans. At times, these supporting documents are inaccurate or approximate or adjustments to the design during installation are necessary. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work.



Sheet
L2
Sitework Plan

Landscape Plan Phase 2
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997

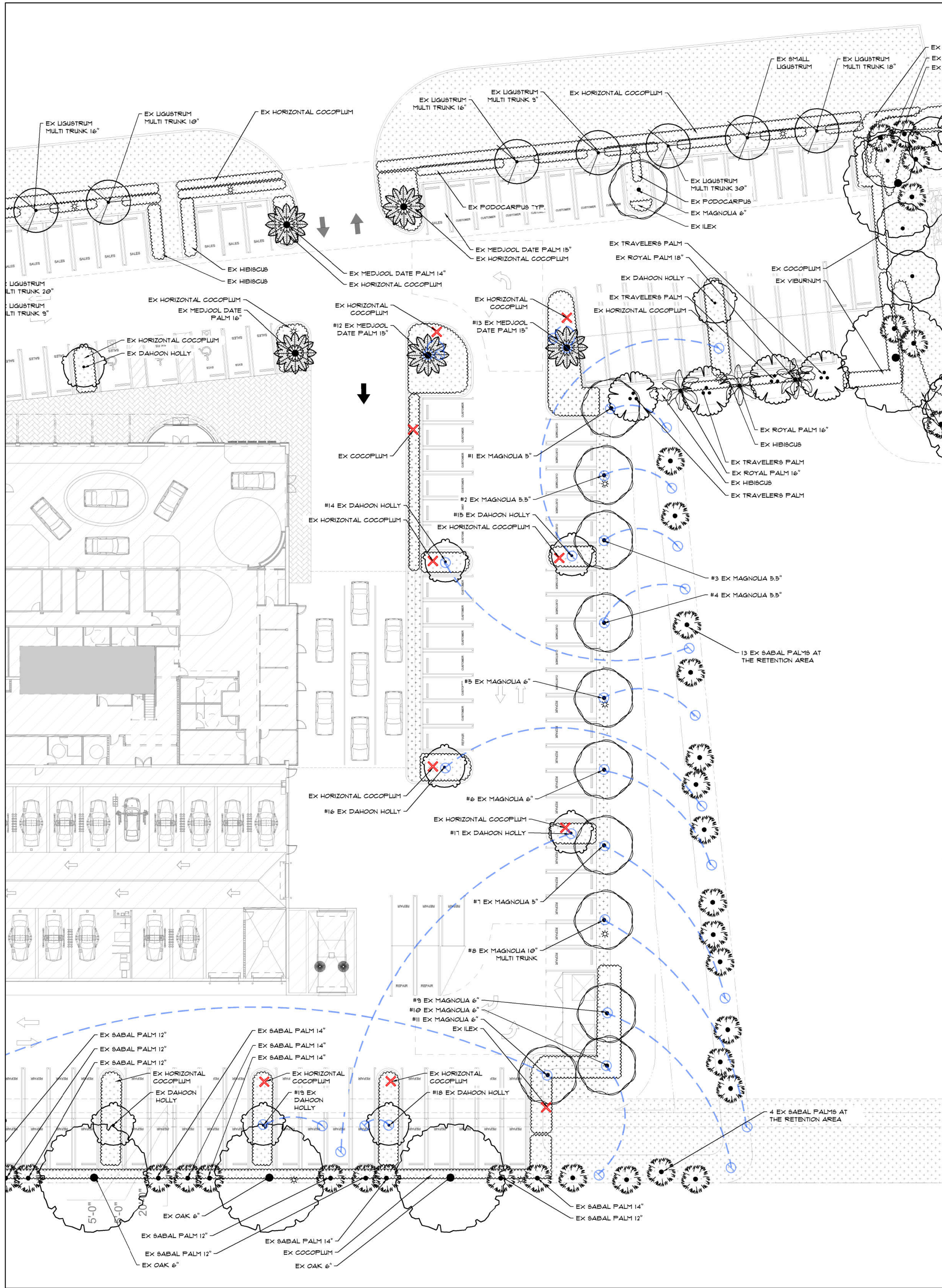
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Stuart
Houzz.com/profile/Michael-Flaugh www.MikeFlaughLA.com



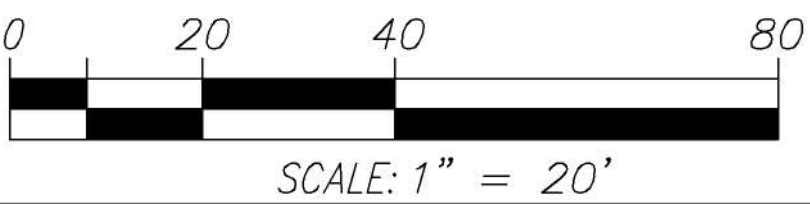
Date: 06/03/2022
Design by: MF/PA
Reviewed by: MF
Revised: 09/15/2022

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Please note: This landscape plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property surveys, architectural plans, aerial imagery, site observations, photographs, and site plans. At times, these supporting documents are inaccurate or approximate or the design during installation are necessary. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work.



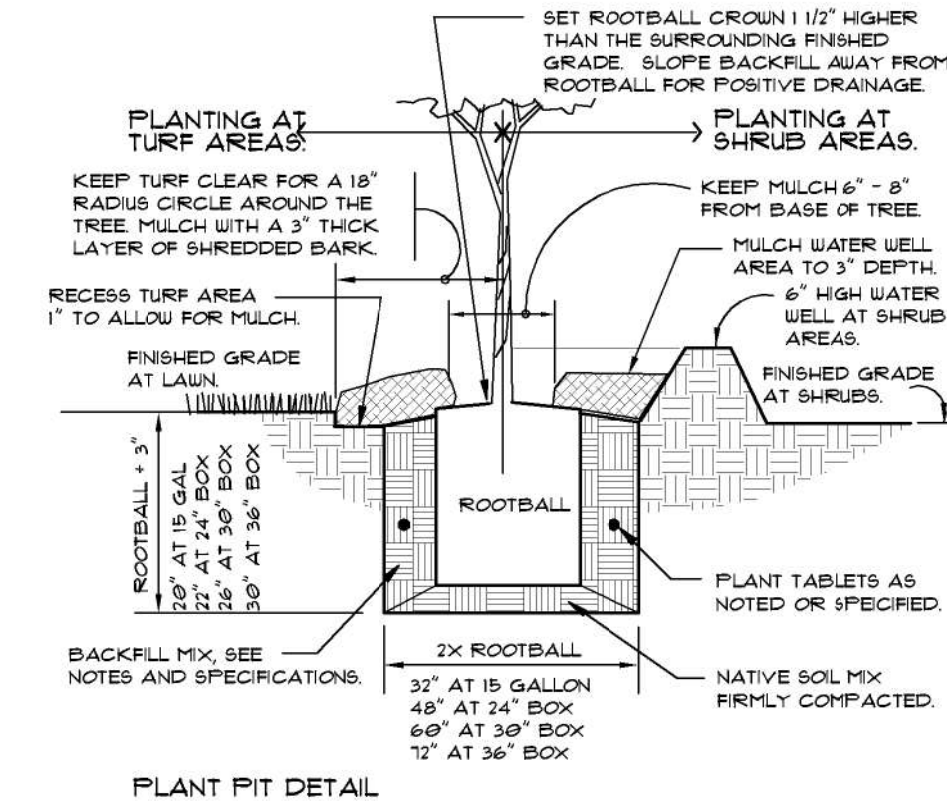
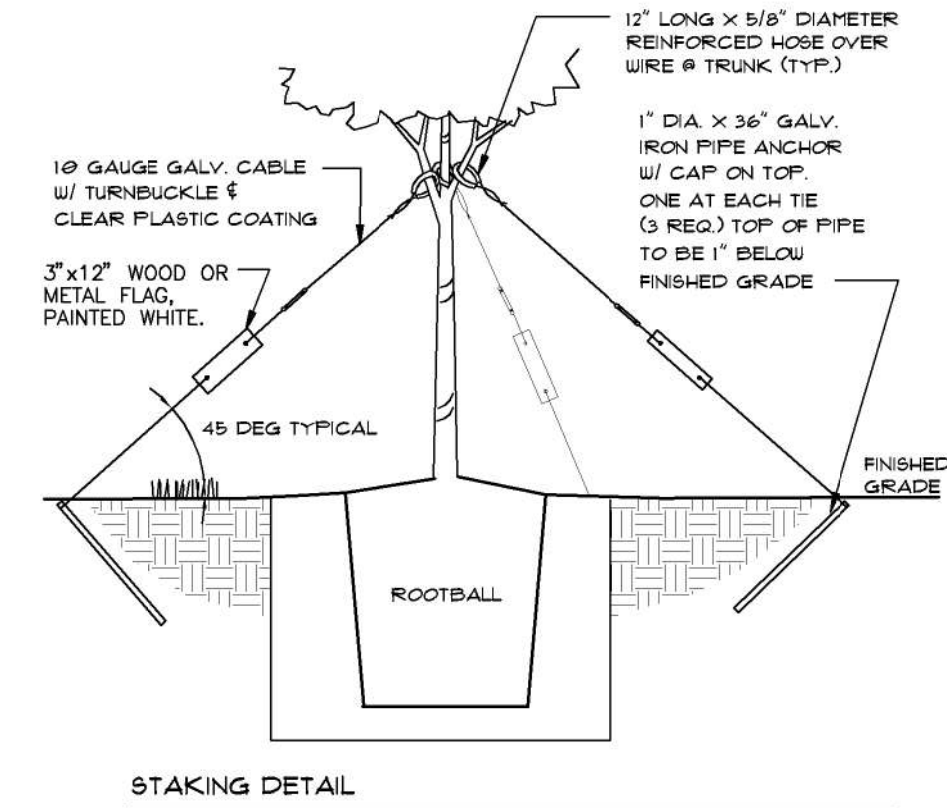
Tree Mitigation Table						
TREE NUMBER	COMMON NAME	SCIENTIFIC NAME	CALIPER	ACTION	MITIGATION REQUIRED	COMMENTS
1	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
2	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5.5"	RELOCATE	NO	
3	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5.5"	RELOCATE	NO	
4	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5.5"	RELOCATE	NO	
5	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
6	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
7	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	5"	RELOCATE	NO	
8	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	10"	RELOCATE	NO	
9	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
10	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
11	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	6"	RELOCATE	NO	
12	MEDJOL DATE PALM	PHOENIX DACTYLIFERA	15"	RELOCATE	NO	MOVE +/- 5' TO CENTER OF THE MODIFIED LANDSCAPE ISLAND
13	MEDJOL DATE PALM	PHOENIX DACTYLIFERA	15"	RELOCATE	NO	MOVE +/- 5' TO CENTER OF THE MODIFIED LANDSCAPE ISLAND
14	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
15	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
16	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
17	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
18	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	
19	DAHOON HOLLY	ILEX CASSINE	3"	RELOCATE	NO	



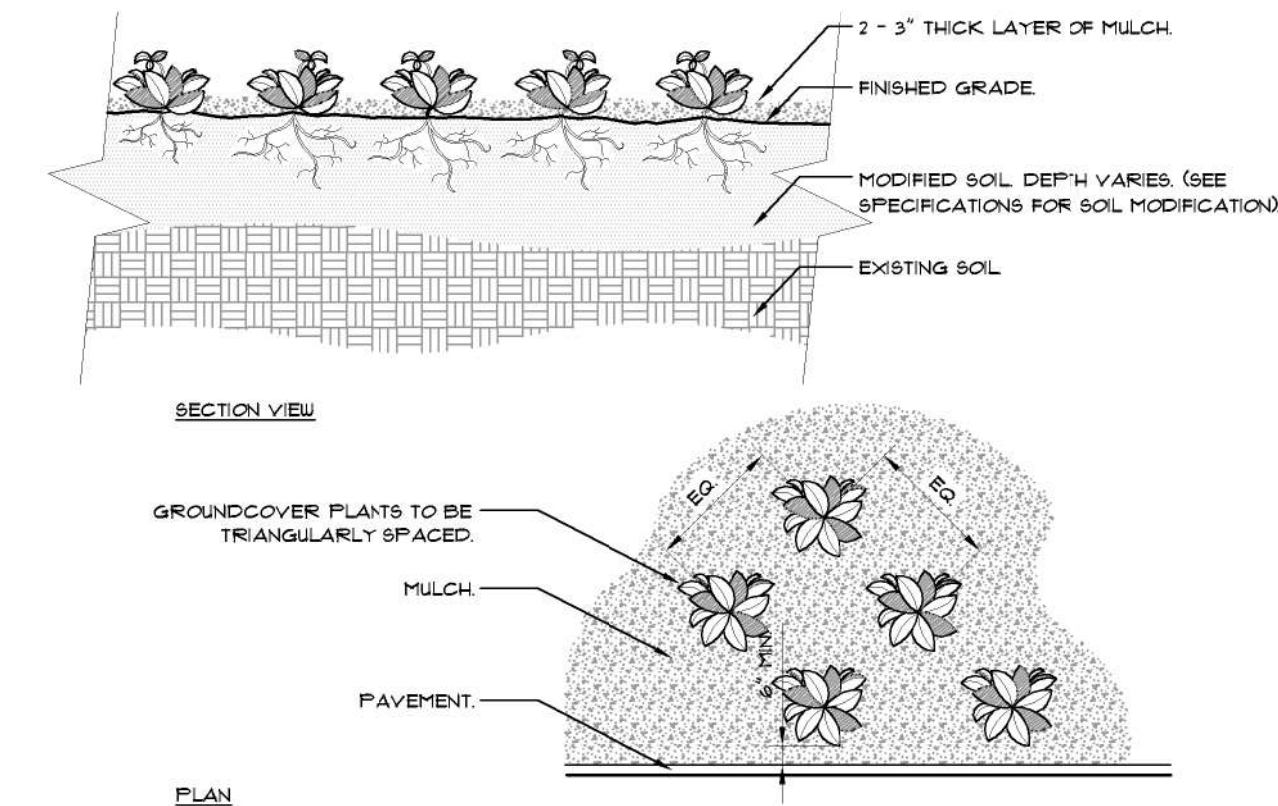
LANDSCAPE INSTALLATION NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST, AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.

1. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
2. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUITED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOD, DRIVEWAY OR WALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOD AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS; TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
27. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUYED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
28. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
29. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTIED FOR 90 DAYS; ALL TREES AND PALMS SHALL BE WARRANTIED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



1 TREE GUY WIRE PLANTING
NOT TO SCALE
FX-PL-FX-TREE-11



PLAN

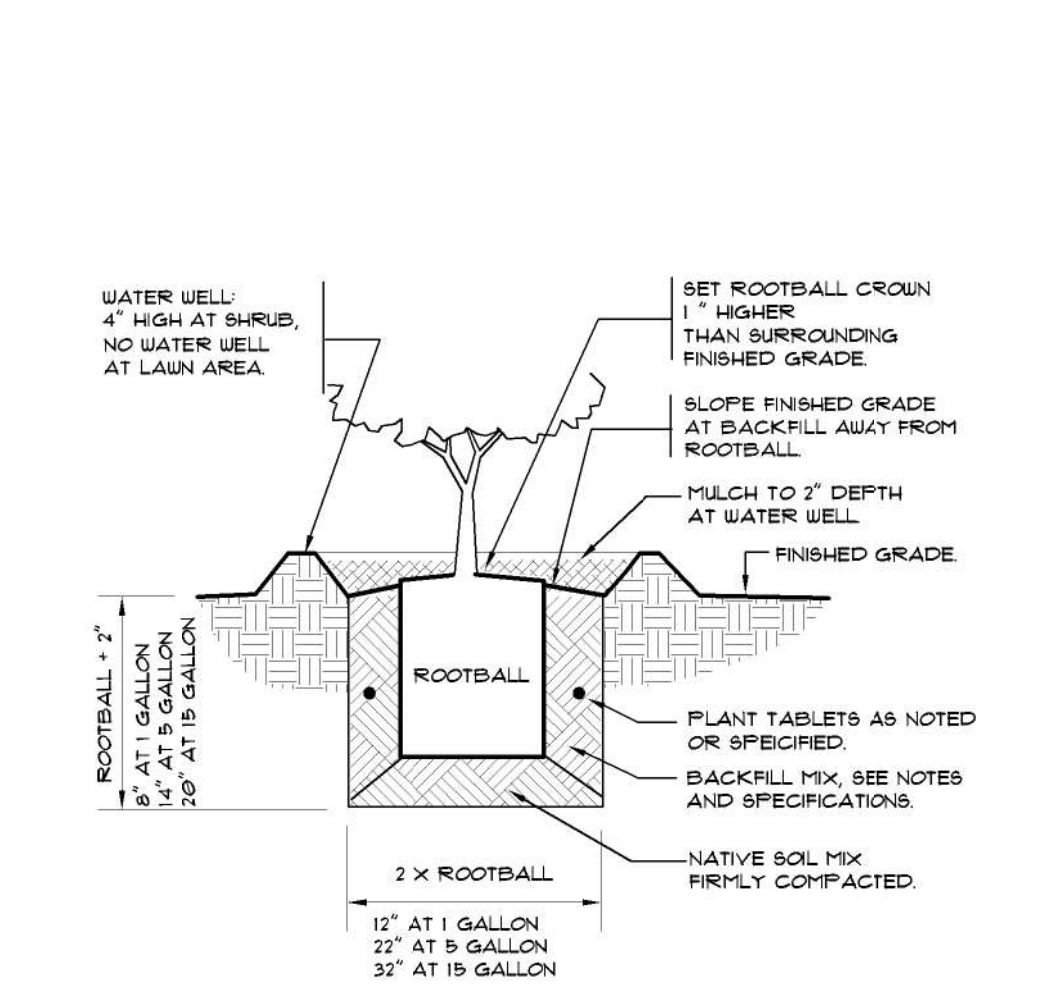
NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SHALL BE PLANTS THAT GROW UP (OR DOWN) THE ROOT BALL PERIMETRY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

4 GROUND COVER
NOT TO SCALE
FX-PL-FX-GROUND-01

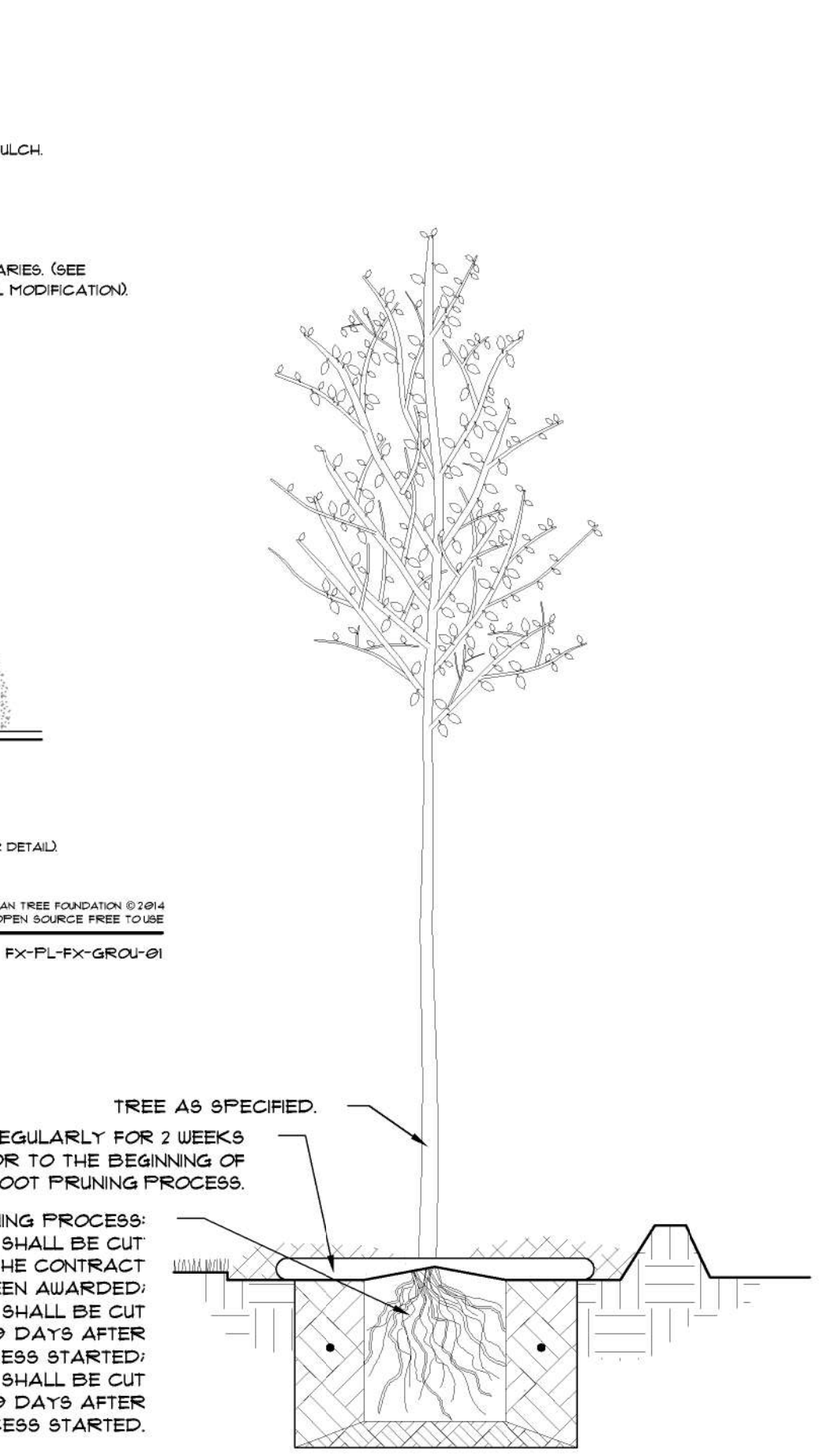
NOTE:
1. ALLOW 3 MONTHS FOR THE ROOT-PRUNING PROCESS OF A LARGE TREE BEFORE RELOCATING IT.
2. IF THE RELOCATION IS SCHEDULED DURING DRY OR ACTIVE GROWING SEASON, THE TREE SHALL BE WATERED DAILY DURING THE ROOT PRUNING PROCESS.
3. THE TIME OF THE RELOCATION SHALL BE 90 DAYS AFTER THE START OF THE ROOT PRUNING PROCESS. THEN, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
4. AFTER RELOCATION, THE TREE SHALL BE THOROUGHLY WATERED DAILY FOR THE FIRST TWO WEEKS, AND THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.

5 TREE RELOCATION
NOT TO SCALE

2 PALM TREE PLANTING
NOT TO SCALE
FX-PL-FX-TREE-15



3 SHRUB PLANTING
NOT TO SCALE
FX-PL-FX-SHRUB-01



LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
1.1. MAINTAIN ST. AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
1.4. 100% OF THE SOD AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
2.2. APPLY 3" LAYER OF M&C CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MID TO LATE FEBRUARY.
3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
5.1. WEED CONTROL SHALL BE PREVENTATIVE.
5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
6.4. TREES SHOULD RECEIVE 2 - 3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
7.2. REMOVE DEAD FRONDS, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN, CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MANY OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THRIVE.
10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
10.4. ACIDIC ORGANIC MATTER, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

Sheet
L6
Details and
Specifications

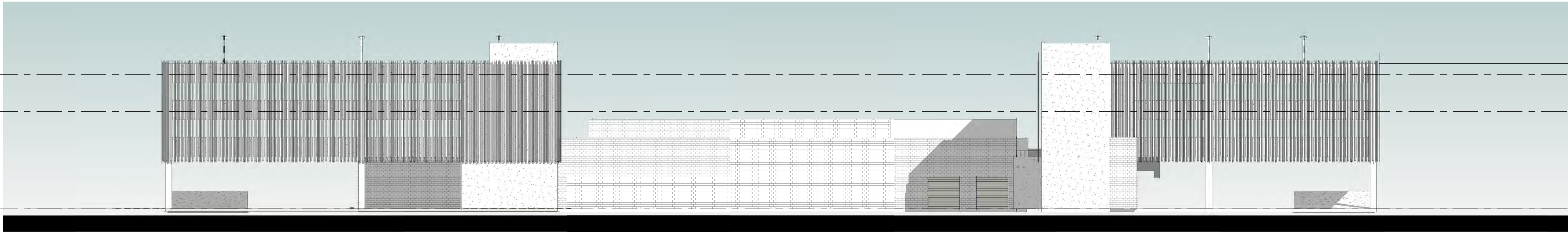
Landscape Plan Phase 2
HONDA OF STUART
4200 Southeast Federal Highway, Stuart, FL 34997



Date: 06/03/2022
Design by: MF,PA
Reviewed by: MF
Revised: 09/15/2022

Michael Flough
LANDSCAPE ARCHITECT
FL REG. #A-0001725
772.419.0024
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Please note: This plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include: property owner, architectural plans, aerial imagery, site observations, photographs and site plans. At times, these supporting documents are inaccurate or approximate or of different scale than the design during installation or necessary. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work.



OVERALL ELEVATION - WEST

1/16" = 1'-0"

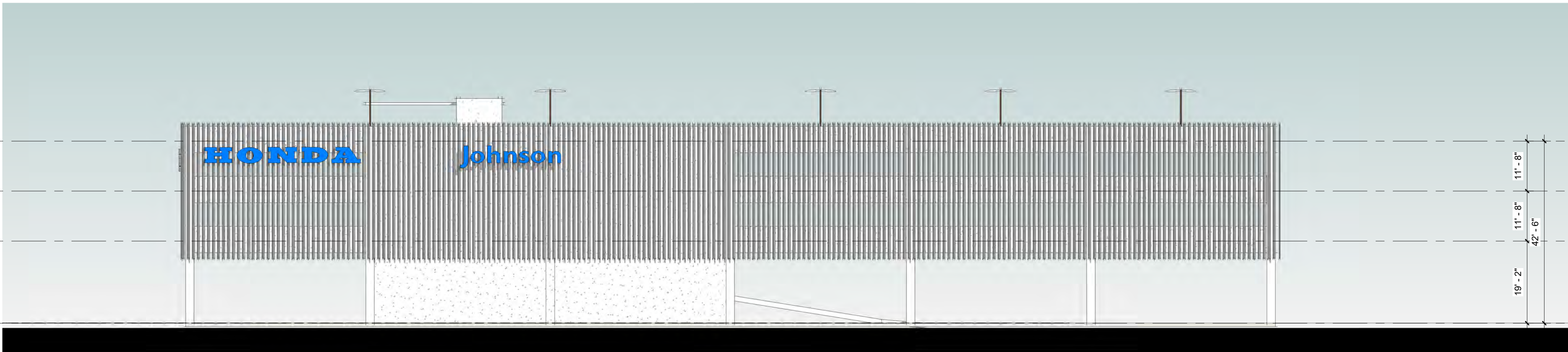
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OVERALL ELEVATION - EAST

1/16" = 1'-0"

2

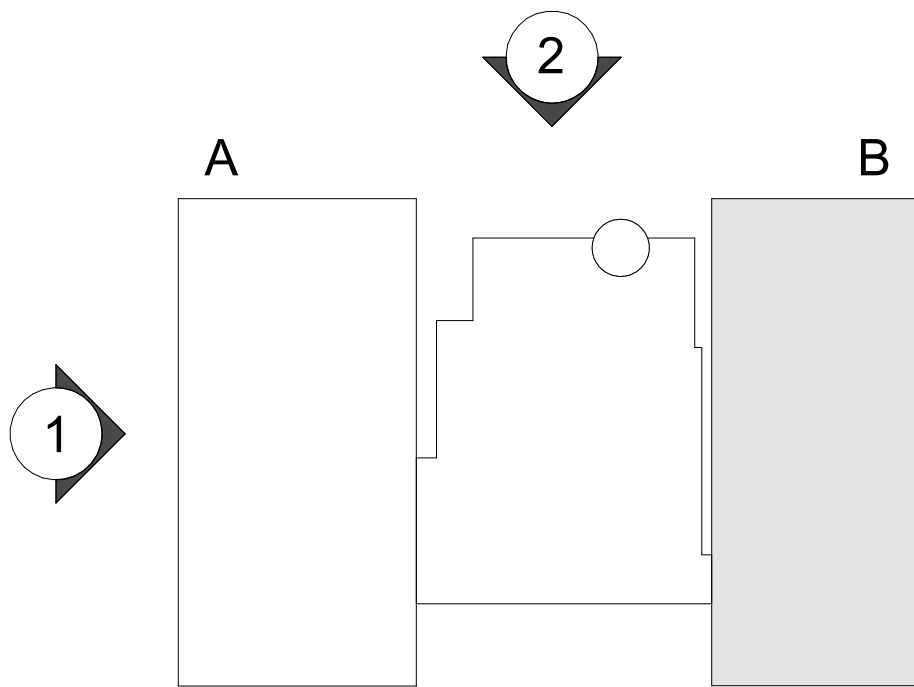


OVERALL ELEVATION - NORTH

1/16" = 1'-0"

1

KEY MAP



REVISIONS

STAMP

JOHNSON HONDA STUART

4200 SE Federal Hwy, Stuart, FL 34997

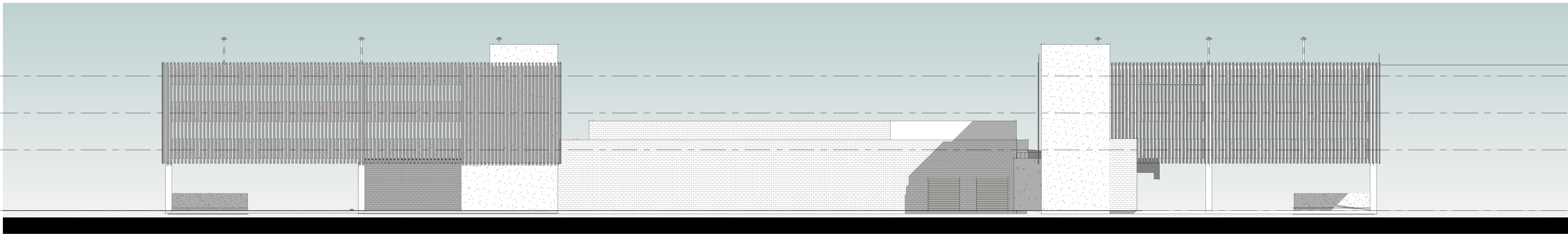
OVERALL ELEVATIONS

A2-21.1

2110195

MVE + PARTNERS

NO SIGNAGE



OVERALL ELEVATION - WEST

1/16" = 1'-0"

3

WALL AREA (FRONT): 10,961 SF
SIGNAGE AREA: 306 SF
PROVIDED % : 2.79% (< 4.5%, ALLOWABLE *)

(*) refer to the Table 6.11.09

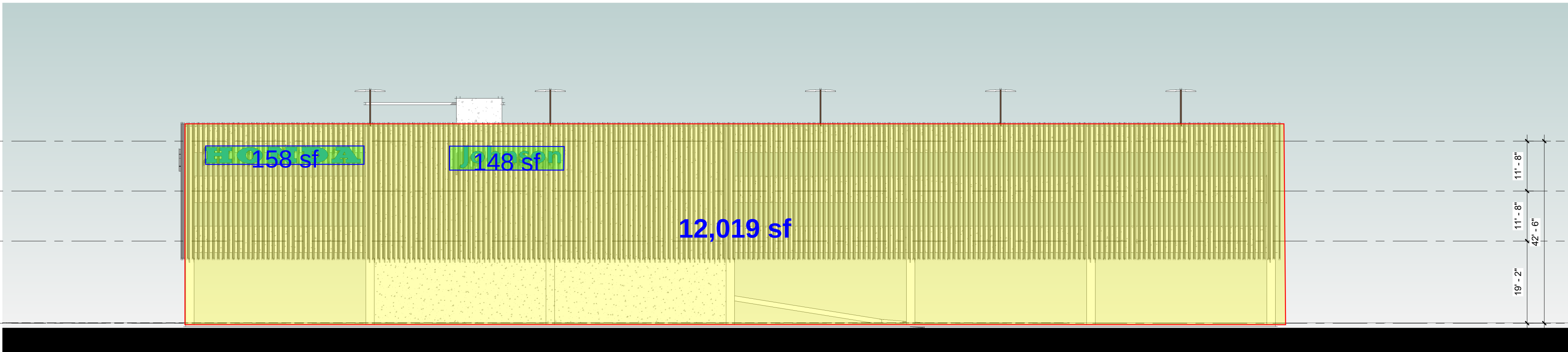


OVERALL ELEVATION - EAST

1/16" = 1'-0"

2

WALL AREA (SIDE): 12,019 SF
SIGNAGE AREA: 306 SF
PROVIDED % : 2.54% (< 4.5%, ALLOWABLE)



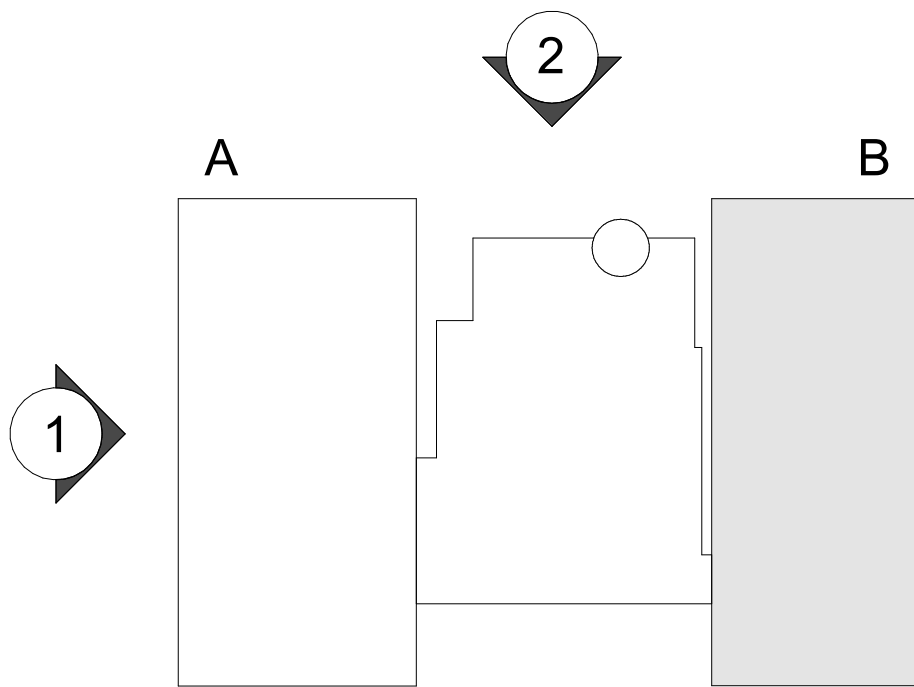
OVERALL ELEVATION - NORTH

1/16" = 1'-0"

1

UNIFIED SIGNAGE AREA TABLE 6.11.09

Square Footage of Building Face Area	Percent Allowable
0— less than 500 SF	7 %
500 SF - less than 1,000 SF	5.75 %
1,000 SF - less than 1,500 SF	5.5 %
1,500 SF - less than 2,500 SF	5.25 %
2,500 SF - less than 3,500 SF	4.75 %
3,500 SF — up	4.5 %



REVISIONS

STAMP

JOHNSON HONDA STUART

OVERALL ELEVATIONS

SHEET TITLE

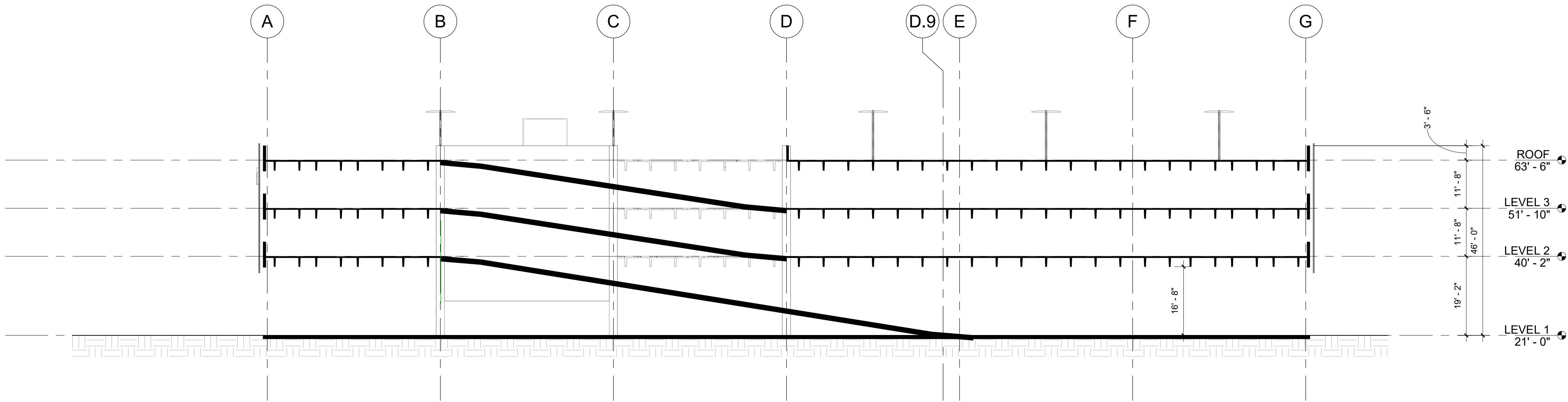
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PROJECT NUMBER

2110195

MVE
+ PARTNERS

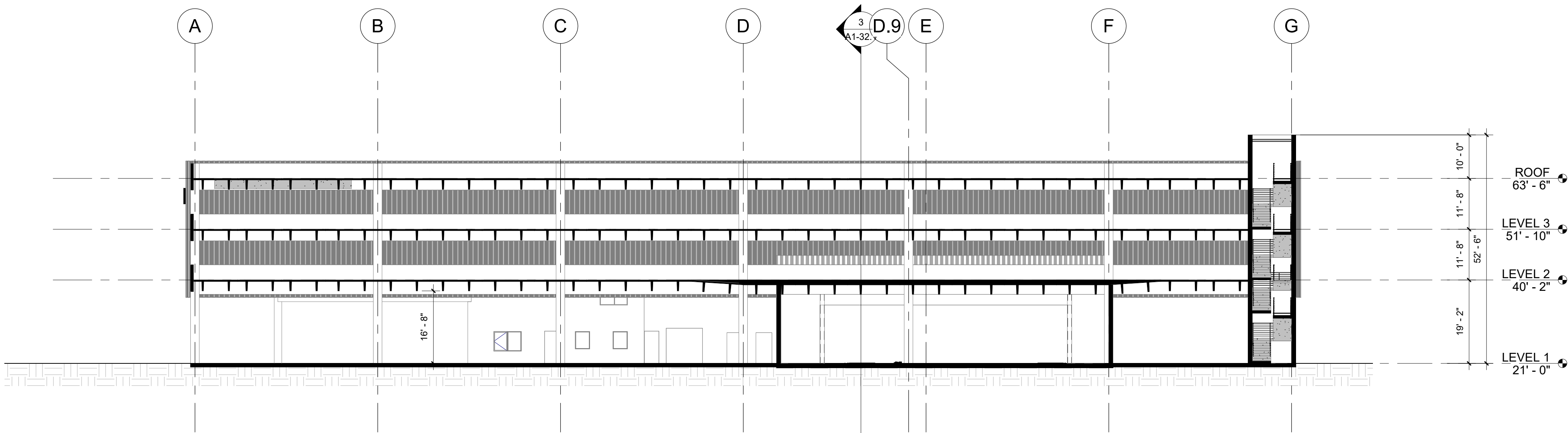
100% DESIGN DEVELOPMENT SET - 06/10/2022



BLDG A - SECTION 2

1/16" = 1'-0"

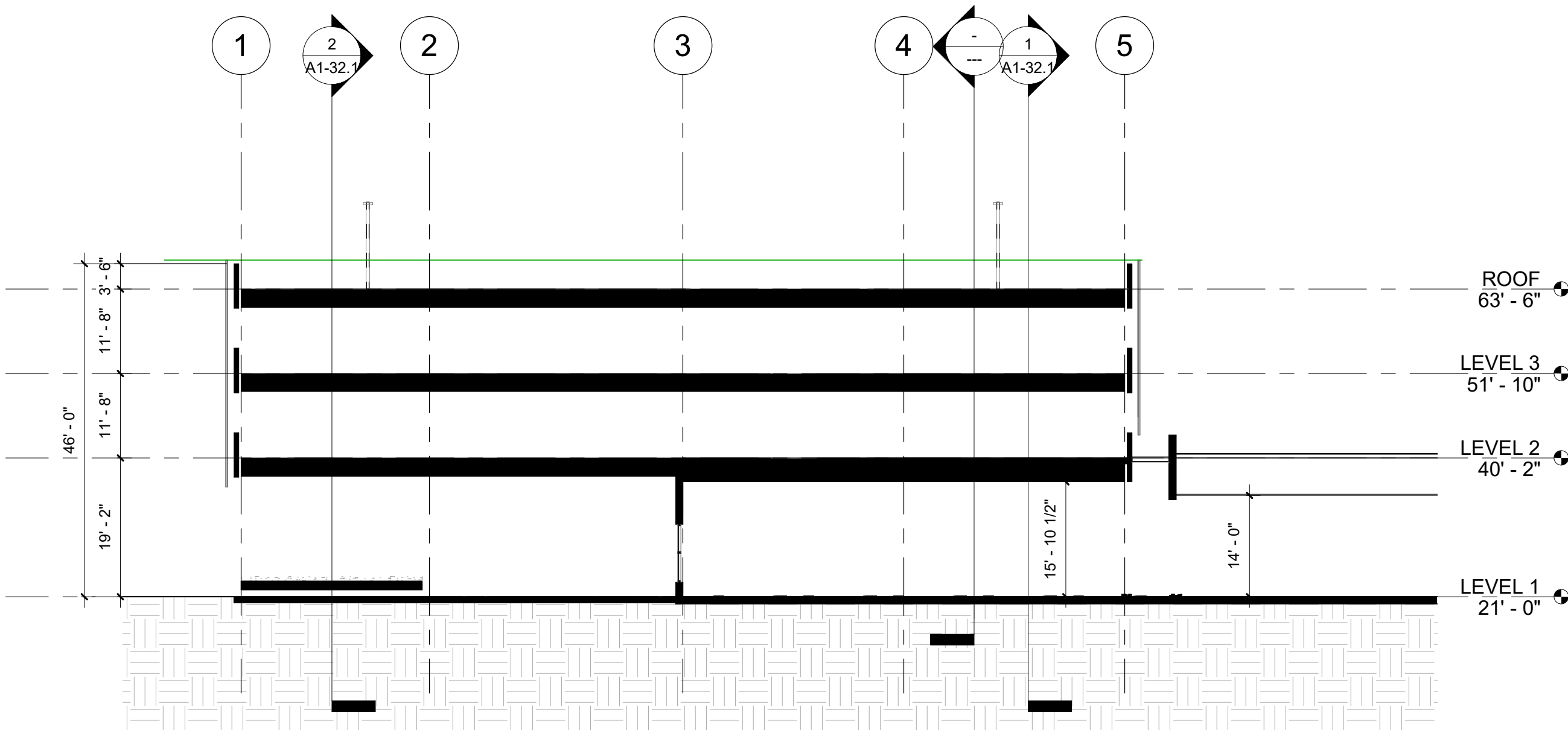
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BLDG A - SECTION 1

1/16" = 1'-0"

1

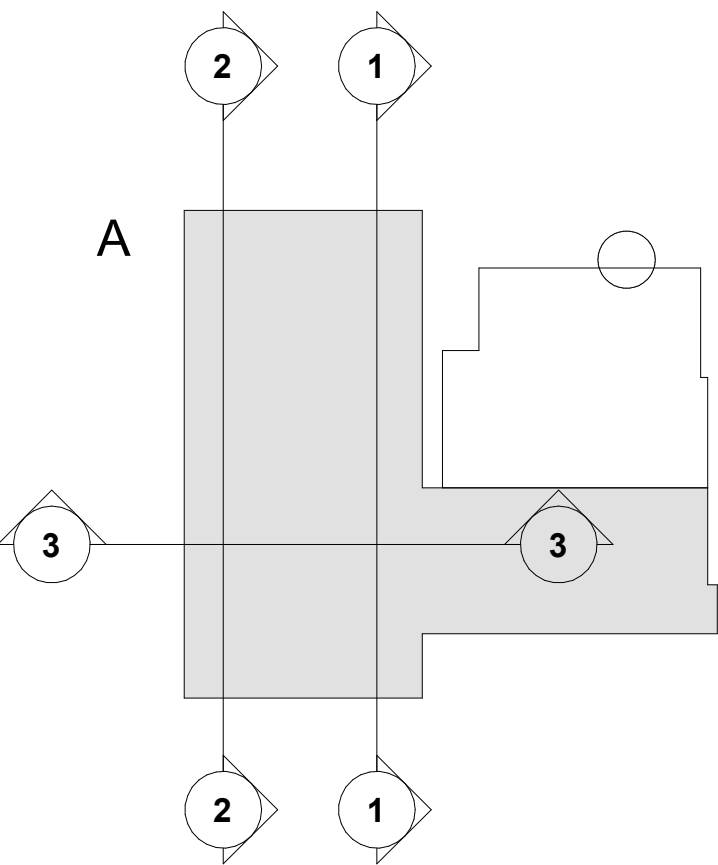


BLDG A - SECTION 3

1/16" = 1'-0"

3

KEY MAP



SHEET TITLE

BLDG A - BUILDING SECTIONS

SHEET NUMBER

A1-32.1

PROJECT NUMBER

2110195

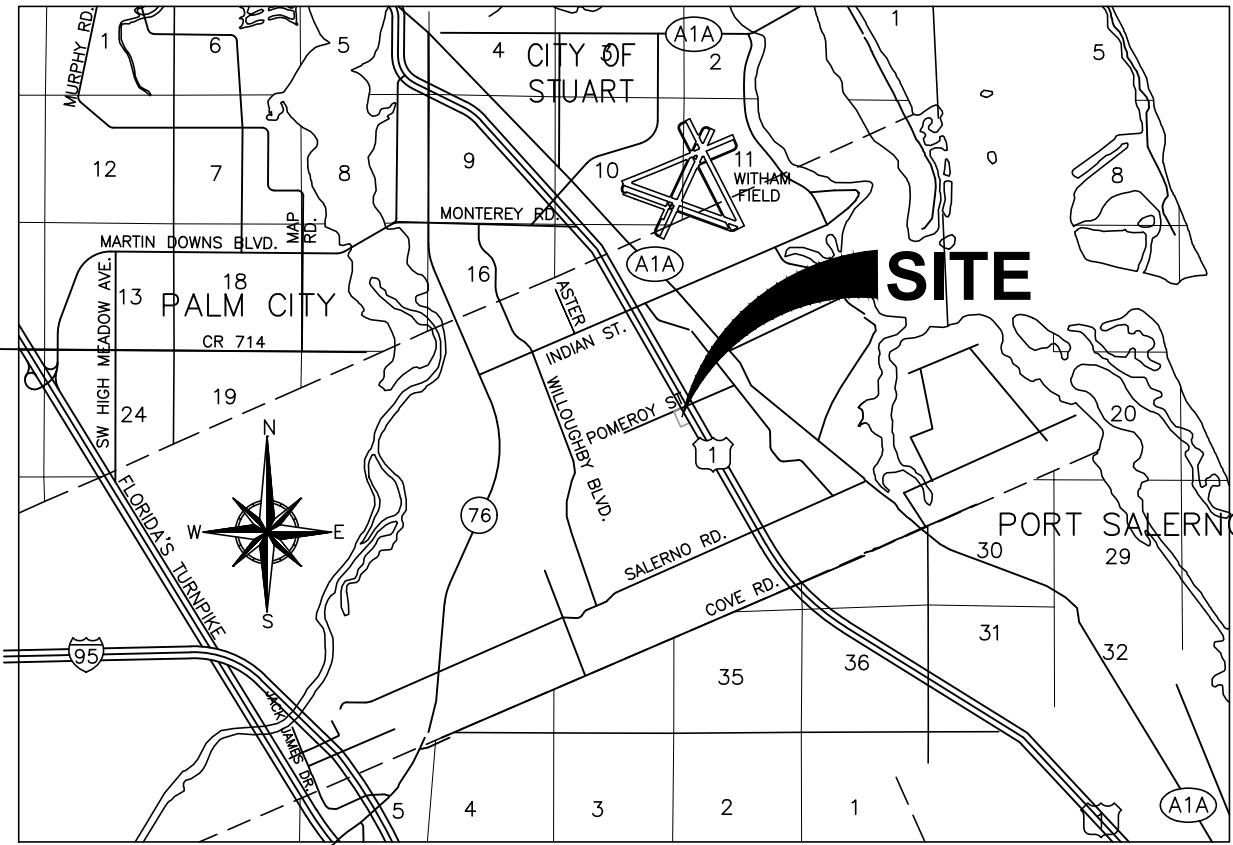
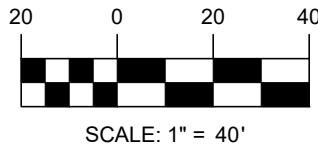
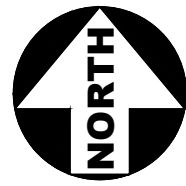
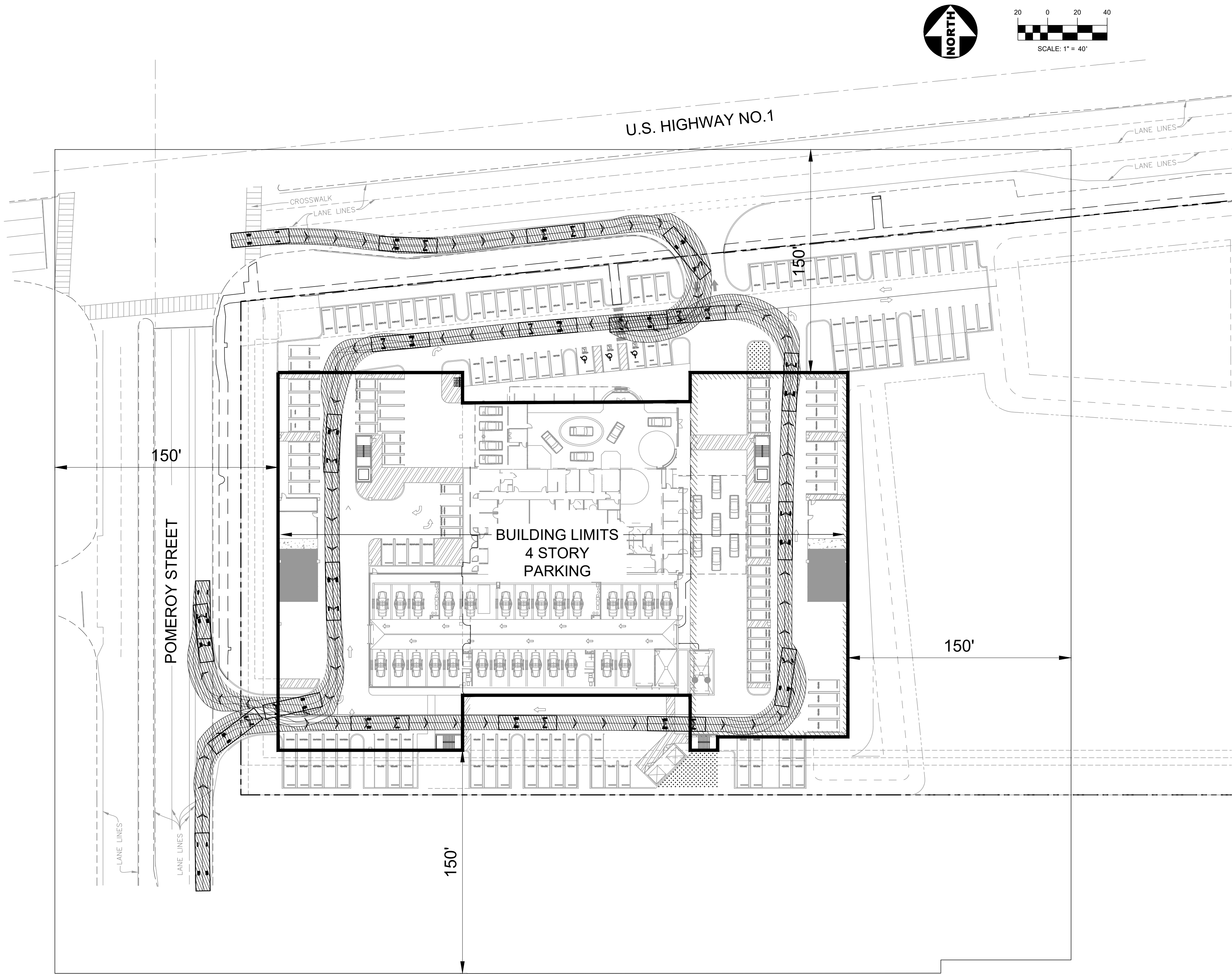
MVE
+ PARTNERS

PROJECT NAME

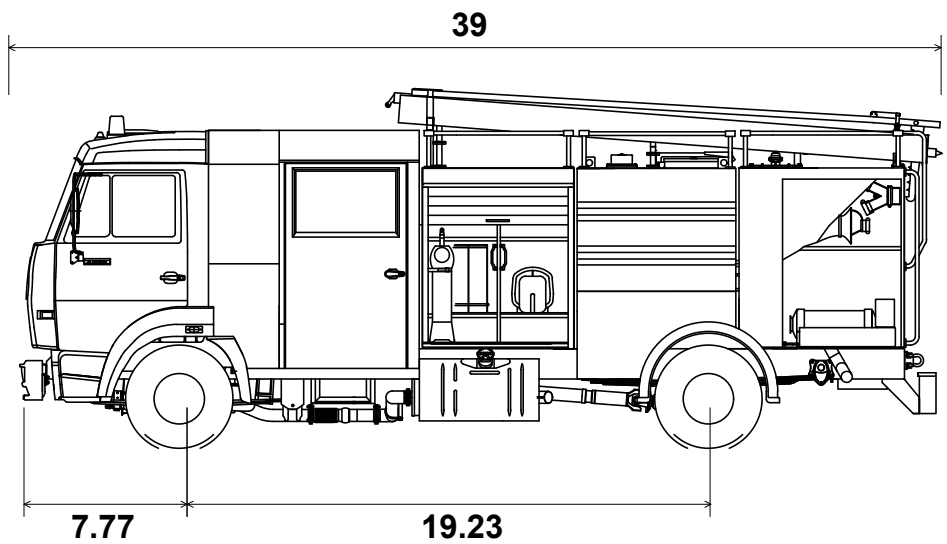
JOHNSON HONDA STUART

REVISIONS

STAMP



LOCATION MAP
(NOT TO SCALE)



Fire Truck	
Overall Length	39.000ft
Overall Width	9.600ft
Overall Body Height	7.280ft
Min Body Ground Clearance	0.530ft
Track Width	6.910ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

9-23-22



NO.		DATE	BY	REVISIONS
1	6-8-2022	MDB	CPUD	
2	9-23-2022	JTC	CPUD	REVISED PER C.O.S. COMMENTS

DATE:	6-8-2022
DRAWN BY:	MDB
DESIGNED BY:	SPM
CHECKED BY:	JWC
PROJECT NO.:	1888
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	1" = 40'
CADD FILE: 2049 VEHICLE TRACKING	

JOHNSON HONDA OF STUART CPUD
PARKING GARAGE IMPROVEMENTS
City of Stuart, Florida
VEHICLE TRACKING (AUTOTURN)
FIRE TRUCK

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 2049
SHEET
1 OF 1

301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business
No. EE-007157

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: 

Reviewed by: 

Planned Unit Development (PUD) Amendment Application

Project ID#

22060002

(Staff Entry)

Pre-App Conference Date: April 14, 2022	Application Date:
---	-------------------

SITE INFORMATION

Project Name: Johnson Honda of Stuart	Parcel ID#: 38-38-41-002-217-00010-0
Site Address: 4200 SE Federal Highway, Stuart, Florida 34997	
Subdivision: N/A	Lot(s): N/A
Site Acreage: 5.83	Flood Zone/Base Flood Elevation: Zone X (No elevation) FFE is 19.54 NAVD
Existing Zoning District / CRA Subdistrict (if applicable):	CPUD
Proposed Zoning District / CRA Subdistrict (if applicable):	CPUD
Current Comprehensive Plan Future Land Use Designation:	Commercial
Proposed Comprehensive Plan Future Land Use Designation:	Commercial
Existing Land Use: Auto Dealership	Proposed Land Use: Auto Dealership
Proposed Square Footage (if applicable): 174,090 SF Total	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: Turquoise Moon LLC	Phone Number / Email Address:
Property Owner's Mailing Address: 5839 Capital Boulevard, Raleigh, North Carolina 27616	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Drew Wilkinson	Phone Number / Email Address: (919) 877-1955 dwilkinson@johnsonautomotive.com
Agent's Mailing Address: 5839 Capital Boulevard, Raleigh, North Carolina 27616	
Architect: MVE and Partners doh@mve-architects.com	Engineer: CAPTEC Engineering, Inc. jcapra@gocaptec.com smarquant@gocaptec.com kkrumbholz@gocaptec.com
Planner: N/A	Landscape Architect: Micheal Flaugh Landscape Architect mike@mikeflaughla.com pete@mikeflaughla.com

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared C. David Johnson, Jr. (manager of
Who, being by me first duly sworn, on oath deposed and says: Turquoise Moon LLC)

- Turquoise Moon LLC
1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
 2. That he/she is requesting approval of a CPUD Major Amendment in the City of Stuart, FL.
 3. That he/she has appointed Staff at CAPTEC Engineering, Inc. to act as an authorized agent on his/her behalf to accomplish the above project. and Drew Wilkinson of Johnson Automotive

Name of Owner: Turquoise Moon LLC

Signature of Owner: [Signature]

C. David Johnson, Jr. / Manager

By: Name/Title

Street Address
5839 Capital Boulevard

City, State, Zip Code
Raleigh, North Carolina 27616

P.O. Box

City, State, Zip Code

Telephone Number

Fax Number

(919) 877-1955

Email Address: dwilkinson@johnsonautomotive.com

STATE OF FLORIDA, COUNTY OF _____

Sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, By _____

Personally Known OR Produced Identification
Type of Identification Produced:

[Signature]
Notary Public

My Commission expires: _____

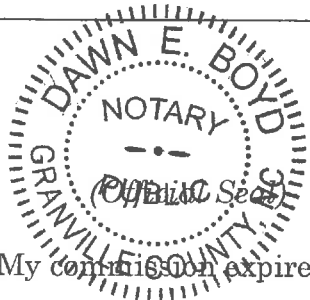
See next page

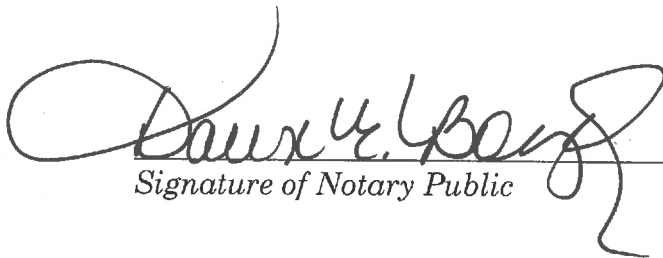
STATE OF NORTH CAROLINA, COUNTY OF Wake

Sworn and subscribed before me by means of physical presence, this 6 day of June, 2022, by C. DAVID JOHNSON, JR.

Personally Known OR Produced Identification

Type of Identification Produced:




Signature of Notary Public

My commission expires: 9/30/25

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

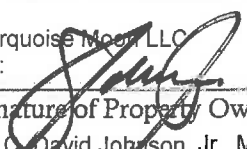
Name: C. David Johnson, Jr. As manager of Turquoise Moon LLC
Title: Manager
Company: Turquoise Moon, LLC
Company Address: 5839 Capital Boulevard

City/State/Zip Code: Raleigh, North Carolina 27616
Telephone Number: (919) 877-1955
Facsimile Number:
Email Address (optional): dwilkinson@johnsonautomotive.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 6th day of June, 2022.

Turquoise Moon LLC

By: 

Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

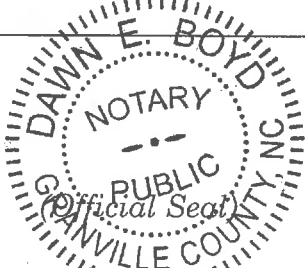
C. David Johnson, Jr., Manager

STATE OF NORTH CAROLINA, COUNTY OF Wake

Sworn and subscribed before me by means of physical presence, this 6 day of June, 2022, by C. DAVID JOHNSON, JR.

Personally Known OR Produced Identification

Type of Identification Produced:



Dawn E. Boyd
Signature of Notary Public

My commission expires: 9/30/25

Application Requirements

Fees:

- ☒ Major PUD Amendment - \$3,195.00; or
- ☐ Minor PUD Amendment: \$2,130.00; or
- ☐ PUD Agreement Amendment (text change only): \$1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:

- (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
- (b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
TURQUOISE MOON LLC

Filing Information

Document Number M07000000935
FEI/EIN Number 20-8262327
Date Filed 02/16/2007
State NC
Status ACTIVE

Principal Address

5839 CAPITAL BOULEVARD
RALEIGH, NC 27616

Mailing Address

5839 CAPITAL BOULEVARD
RALEIGH, NC 27616

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

JOHNSON, C. DAVID JR
5839 CAPITAL BOULEVARD
RALEIGH, NC 27616

Annual Reports

Report Year	Filed Date
2020	03/24/2020
2021	02/12/2021
2022	03/30/2022

Document Images

[03/30/2022 -- ANNUAL REPORT](#) [View image in PDF format](#)

02/12/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
02/03/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
02/10/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/04/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
02/16/2007 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

(3)
5/6/22 44
AB 23312

This Instrument Prepared by:
Lisa A. Atty, Esq.
McGuire Woods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
~~Recording Requested By and~~
~~When Recorded Mail to:~~
Turquoise Moon, LLC
5839 Capital Boulevard
Raleigh, NC 27616
Attn: David Johnson

INSTR # 2020024
OR BK 02256 PG 2329
Pgs 2329 - 2333 (5 pgs)
RECORDED 06/18/2007 11:52:41 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 22,312.50
RECORDED BY S Phoenix

Return to:
Chicago Title Insurance Co.
495 State Road 436
Casselberry, Florida 32707
100610326047

MAIL TAX STATEMENTS TO:
Turquoise Moon, LLC
5839 Capital Boulevard
Raleigh, NC 27616
Attn: David Johnson

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 5th day of June, 2007, by GLOCAL DEVELOPMENT, LLC, a Delaware limited liability company, whose address is c/o Wilmington Trust Services, Inc., Attention: Donald R. McLamb, Jr., 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801 ("Grantor") and Turquoise Moon LLC, a North Carolina limited liability company, whose address is 5839 Capital Boulevard, Raleigh, North Carolina 27616 ("Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, fee simple title encumbered only by those permitted exceptions provided in Exhibit "B," attached hereto and by this reference incorporated herein, in that certain land situate in Martin County, Florida (the "Property"), as described on Exhibit "A" attached hereto.

It is the intent of the Grantor to convey to the Grantee its full, collective and undivided interest in and to the Property.

THE PROPERTY IS NOT NOW NOR HAS IT EVER BEEN THE HOMESTEAD OF THE GRANTOR OR OF ANY INDIVIDUAL REPRESENTING THE GRANTOR, NOR IS IT CONTIGUOUS TO THE HOMESTEAD OF THE GRANTOR OR OF ANY INDIVIDUAL REPRESENTING THE GRANTOR.

[Property Appraiser's Parcel Identification No.: 38-38-41-002-217-00010.00000]

TOGETHER with all the improvements, tenants, hereditaments, and appurtenances thereto belonging or in anywise appertaining to the Property and subject only to those matters

specifically set forth on Exhibit "B" attached hereto and by this reference incorporated herein; provided, however, this reference hereto shall not serve to reimpose the same.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby warrants the title to the Property and will defend the same against the lawful claims of all parties and persons claiming by, through and under Grantor, and that the Property is free of all encumbrances, except only for real property taxes accruing subsequent to December 31, 2006 and the matters listed on Exhibit "B" attached hereto.

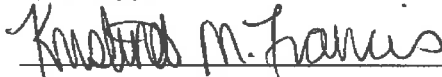
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS:



WITNESS:



Glocal Development, LLC
a Delaware limited liability company

By: Wilmington Trust SP Services,
Inc., a Delaware corporation
Its: Manager



By: _____
Name: Donald R. McLamb, Jr.
Its: Assistant Vice President

ALL-PURPOSE ACKNOWLEDGEMENT

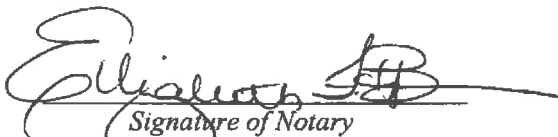
State of DELAWARE)
County of NEW CASTLE)

On JUNE 6, 2007 before me, Elizabeth F. Bothner,
Date Name and Title of Notary Public

personally appeared DONALD R. MCLAMB, JR.,
Name of Document Signer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

ELIZABETH F. BOTHNER
Notary Public - State of Delaware
My Comm. Expires Sept. 29, 2009

EXHIBIT "A" TO SPECIAL WARRANTY DEED**DESCRIPTION OF PROPERTY****Exhibit "A"**

Being a portion of Tracts 217 and 218 according to the Plat of Port Sewall (Sewall's Point Land Company Subdivision) as recorded in Plat Book 3, Page 7, Public Records of Palm Beach (now Martin) County, Florida and being more particularly described as follows:

Commence at the Point of Intersection of the South line of said Plat of Port Sewall and the Westerly right-of-way line of U.S. Highway No 1; thence North $29^{\circ}01'32''$ West, along said Westerly right of way line a distance of 50.23 feet to a point in the said Westerly right-of-way that is 50.00 feet Northerly of, as measured at right angles to the said South line of the Plat of Port Sewall and being the Point of Beginning.

Thence continue North $29^{\circ}01'32''$ West along the said Westerly right of way line of U.S. Highway No 1, a distance of 702.18 feet to the intersection with a line of 5.00 feet Southerly of, as measured at right angles, to the North line of said Tracts 217 and 218; thence South $66^{\circ}47'01''$ West, along lastly said line, a distance of 331.11 feet; thence South $23^{\circ}12'59''$ East a distance of 699.57 feet to the intersection with a line 50.00 feet Northerly of, as measured at right angles, to the said South line of the Plat of Port Sewall; thence North $66^{\circ}38'28''$ East, parallel with said South line a distance of 402.18 feet to the Point of Beginning.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS TO SPECIAL WARRANTY DEED

1. Real property taxes for the year 2007 and subsequent years, which are not yet due and payable.
2. Declaration of Special Property Use Restrictions, Right of First Refusal and Option to Repurchase between Grantor and Grantee dated May 29, 2007.
3. Permanent Drainage Easement as set forth in that Order of Taking Under Civil Action No. 94-227CA, filed June 6, 1994, in Official Records Book 1074, Page 2143, Public Records of Martin County, Florida.
4. Matters shown on plat of Port Sewall as recorded in Plat Book 3, page 7, Public Records of Martin County, Florida.

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

C. David Johnson Jr. being first duly sworn, depose(s) and say(s):
Turquoise Moon LLC

That (I am) we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

4200 SE Federal Highway, Stuart, Florida 34997

That a copy of the notice was sent by regular U.S. Mail on (09/26/2022) to the property owners within 300 feet of the subject property; and

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.

Turquoise Moon LLC

By: [Signature]

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF NORTH CAROLINA, COUNTY OF Wake

Sworn and subscribed before me by means of ✓ physical presence or online notarization, this 28 day of September, 2022 By [Signature]

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of NC
(Notary Seal)

My Commission expires: 11-2-2026



2049
Johnson Honda
Notices to adjacent
property owners
within 300 feet.

9/26/2022



STUART
801 SE JOHNSON AVE
STUART, FL 34994-9998
(800)275-8777

09/26/2022

02:41 PM

Product	Qty	Unit Price	Price
Hold Mail Pkup	1		\$0.00
Forever Love 2022	20	\$0.60	\$12.00
US Flags	3	\$0.60	\$1.80

Grand Total: \$13.80

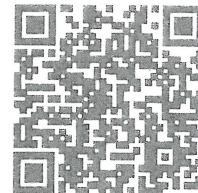
Cash \$20.00
Change -\$6.20

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 118745-0620
Receipt #: 840-53270168-2-4670906-1
Clerk: 5



From the office of Jenny Fields, CFA
Martin County Property Appraiser

NOTICE

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down.
Compatible with Avery 5160.

ABC JS AUTO SALES LLC
5850 CENTENNIAL CENTER BLVD
LAS VEGAS NV 89149

KIMURA, STEPHANIE M
4352 SE ALDEN ST
STUART FL 34997

WAL-MART STORES EAST LP USO1087
PO BOX 8050-MS 0555
BENTONVILLE AR 72716

ANWORTH PROPERTIES INC
INFINITY PROPERTY MANAGEMENT AND
SERVICES INC
PALM BEACH GARDENS FL 33410

LEE CHAD MITCHELL
2514 SE WASHINGTON ST N
STUART FL 34997

YEOMANS MURRAY A & SANDRA J
2453 SE WASHINGTON ST N
STUART FL 34997

BE A MAN BUY LAND LLC
4260 SE FEDERAL HWY
STUART FL 34997

LOLMAUGH TAYLOR BROWN KARI M
2524 SE WASHINGTON ST N
STUART FL 34997

YEOMANS MURRAY A YEOMANS SANDRA J
2453 SE WASHINGTON ST N
STUART FL 34997

BE A MAN BUY LAND LLC
4260 SE FEDERAL HWY
STUART FL 34997

MENDEZ WILLIAM MENDEZ SINFOROSA
2443 SE WASHINGTON ST N
STUART FL 34997

BM KROMREY LLC
3402 SE FAIRWAY WEST
STUART FL 34997

MILLS CLINTON T JR MILLS DEBRA ANN
2494 SE WASHINGTON ST N
STUART FL 34997

BROWN GLENMOOR CARR IV
2503 SE WASHINGTON ST N
STUART FL 34997

RACETRAC INC
200 GALLERIA PRKWY SE #900
ATLANTA GA 30339

CERVANTES REALTY GROUP LLC
2554 SE WASHINGTON ST N
STUART FL 34997

SOWARDS BEVLOLITA
2493 SE WASHINGTON ST N
STUART FL 34997

EAGLE ROCK HOLDINGS LLC
PO BOX 318
MALVERNE NY 11565

STUART NISSAN LLC
4313 SE FEDERAL HIGHWAY
STUART FL 34997

FLORIDA POWER & LIGHT COMPANY
700 UNIVERSE BLVD
NORTH PALM BEACH FL 33408

TIMPANO GERARD K
305 W 28TH ST #13A
NEW YORK NY 10001

JEFFREY C AND BERNADINE D ROBERTSON
LIVING TRUST ROBERTSON JEFFREY C
TTEE
85 ECHO ST
ROCHESTER NY 14609

TURQUOISE MOON LLC
5839 CAPITAL BLVD
RALEIGH NC 27616

NOTICE OF PUBLIC HEARING
MAJOR PUD AMENDMENT REQUEST
FOR JOHNSON HONDA

Request to consider a Major PUD Amendment Request to
add two parking garages over existing asphalt parking lots on
approximately 5.83 acres of land.

STUART LOCAL PLANNING AGENCY
October 13, 2022 AT 5:30 P.M.

AND

STUART CITY COMMISSION
October 24, 2022 AT 5:30 PM

STUART CITY HALL 321 SW FLAGLER AVE 772-288-9326 & 30 AM-5:00 PM.
VISIT WWW.CITYOFSTUART.FL FOR MORE INFORMATION

NOTICE OF PUBLIC HEARING
MAJOR PUD AMENDMENT REQUEST
FOR JOHNSON HONDA

Request to consider a Major PUD Amendment Request to
add two parking garages over existing asphalt parking lots on
approximately 5.83 acres of land.

STUART LOCAL PLANNING AGENCY
October 13, 2022 AT 5:30 P.M.

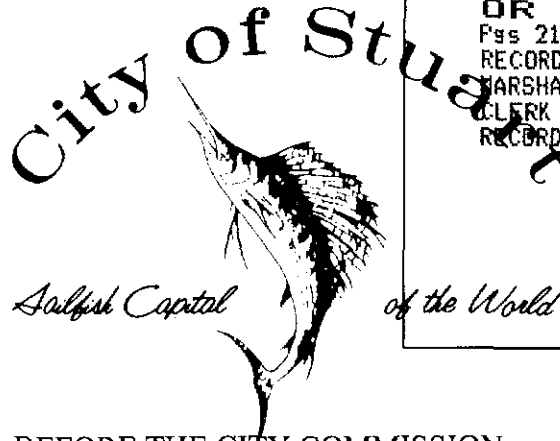
AND

STUART CITY COMMISSION
October 24, 2022 AT 5:30 PM

STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-5:00 P.M.
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

FEDERAL HWY

35



INSTR # 2100008
OR BK 02344 PG 2193
Pgs 2193 - 2205 (13pgs)
RECORDED 08/08/2008 03:01:08 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2163 - 08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A MAJOR AMENDMENT TO THE COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ON THE PROPERTY LOCATED ON SOUTHWEST CORNER OF SE FEDERAL HIGHWAY AND SE POMEROY STREET; PROVIDING FOR AN APPROVAL OF A FINAL SITE PLAN; PROVIDING CONDITIONS FOR DEVELOPMENT AND TO ESTABLISH THE "JOHNSON HONDA OF STUART COMMERCIAL PLANNED UNIT DEVELOPMENT," AN AUTOMOBILE DEALERSHIP; DECLARING THE CPUD DEVELOPMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; APPROVING CERTAIN DEVELOPMENT DOCUMENTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY THE APPLICANT; AND PROVIDING FOR DIRECTIONS TO THE CITY CLERK.

WHEREAS, the City Commission approves major amendment to the Commercial Planned Unit Development CPUD for the subject property for that certain 5.8 acre of land on the southwest corner of SE Federal Highway and SE Pomeroy Street; and

WHEREAS, an application to amend the CPUD was properly filed on behalf of the petitioner, Turquoise Moon, LLC, ("Owner," "Applicant," or "Developer," as variously used herein); and

Ordinance 2163-08
HONDA

WHEREAS, Turquoise Moon, LLC is the Owner of the property, legally described as set forth in **"Exhibit A"**, has applied for a major amendment to the CPUD for development of an automobile dealership; and

WHEREAS, the Applicant has committed to the City that its development documents are complete; and

WHEREAS, the final site plan approval does not constitute construction approval which is required prior to the issuance of development permits; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application of the Owner for the Property to approve "Johnson Honda of Stuart" as a Commercial Planned Unit Development (the "CPUD"); and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Comprehensive Plan, and Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the City Commission has determined the application is consistent with the overall planning and development goals and objectives of the City; and

WHEREAS, the CPUD is consistent with the Stuart Comprehensive Plan and the development will be in harmony with surrounding properties and their anticipated development.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of laws.

SECTION 2: A legal description of the property is set forth in “**Exhibit A**” attached hereto and made a part hereof by reference. A map depicting the Property is attached hereto as “**Exhibit B**” and made a part hereof by reference. The conditions of development for the property are attached hereto as “**Exhibit C**” and made a part hereof by reference and shall constitute one of development documents.

SECTION 3: The Owner’s written acceptance of this Ordinance shall constitute an agreement with the City for the purposes expressed herein, but the same shall not be construed as a “Development Agreement,” as provided in Section 163.3221, Florida Statutes.

SECTION 4: The following documents are on file as public records of the City at the office of the City Development Department in City Hall, and as listed on “Exhibits A,B &C”, and as attached hereto, hereinafter the “Development Documents”, shall be deemed a part of the development regulations applicable to the Property:

- A. Final Site Plan – Prepared By; Captec Engineering Inc., Project #902; Last Revised 07/01/08**
- B. Final Landscape Plan - Prepared By; Natural Balance Design Studio, Inc. Project #052108; Last Revised 06/25/08**
- C. Architectural Elevations - Prepared By; Black Corley Owens + Hughes Architects; Last Recieved 07/03/2008**

SECTION 5. Except as otherwise provided herein, no building permits, certificates of occupancy or other development orders or approvals shall be issued by the City until the development documents are submitted in final form and approval without further hearing . The

Ordinance 2163-08
HONDA

failure of the Developer to comply with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further building permits, certificates of occupancy or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 6: In addition to any other action for failure to complete development or to comply with this ordinance, the City Development Director may obtain a hearing before the City Commission, and shall there upon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the developer may appear, and may contest the allegation of breach or explain the reason or reasons for the breach.

In the event a material breach is found to have occurred, the City Commission may initiate the process to amend or repeal this ordinance. In the event a material breach is found to have occurred, the City Commission may also direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property.

Any breach of any provision or condition of this PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided therefore in this PUD ordinance, as well as any other remedies provided by law.

In the event a material breach of this ordinance, and acceptance and agreement, by the developer is found to have occurred, the City Commission may impose an administrative penalty. Upon a finding by the City Commission that any material condition of PUD approval Ordinance 2163-08 has been breached; the City Commission may impose a penalty of up to

Ordinance 2163-08
HONDA

\$1,000.00 for each violation, and each repeat violation that occurs, along with all reasonable costs, including attorneys fees incurred by the City. In the event the violation found is a continuing violation from day to day, each day the violation is found to continue may be deemed a separate violation.

SECTION 7: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution by the Owner.

SECTION 10: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

PASSED on First Reading this 14 day of July, 2008.

Ordinance 2163-08
HONDA

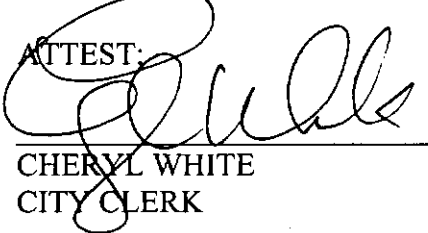
Commissioner Hutchinson offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner Waxler. and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
JAMES CHRISTIE, VICE MAYOR
MARY HUTCHINSON, COMMISSIONER
MIKE MORTELL, COMMISSIONER
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

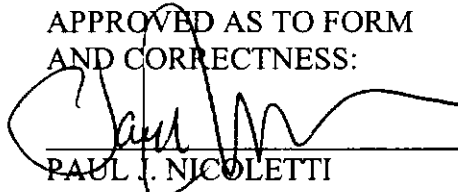
ADOPTED on second and final reading this 28th day of July, 2008.

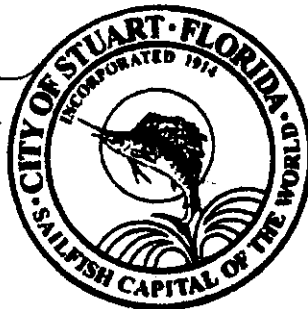
ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY



RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK

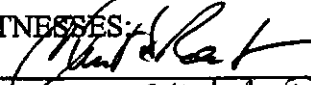
on July 31, 2008

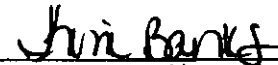
ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A COMMERCIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

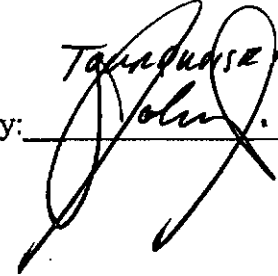
IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:


Print Name: Clint S. Rouben

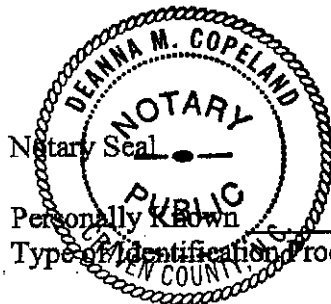

Print Name: Kim Banks

By:


Tamarah Moore LLC
John J. Maragon

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
4th day of August, 2008, by C. David Johnson, Jr., the
Manager of Tulgoise Moon LLC.



Deanna M. Copeland
Notary Public, State of ~~Florida~~ North Carolina
My Commission Expires: 3/7/2009

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced North Carolina Drivers License

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this
_____ day of _____, 2008, by Jeffrey Krauskopf Mayor, and Cheryl White, City
Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Notary Public, State of Florida
My Commission Expires: _____

Notary Seal

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ORDINANCE #2163-08 'JOHNSON HONDA' – EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION

BEING A PORTION OF TRACTS 217 AND 218 ACCORDING TO THE PLAT OF PORT SEWALL (SEWALL'S POINT LAND COMPANY SUBDIVISION) AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

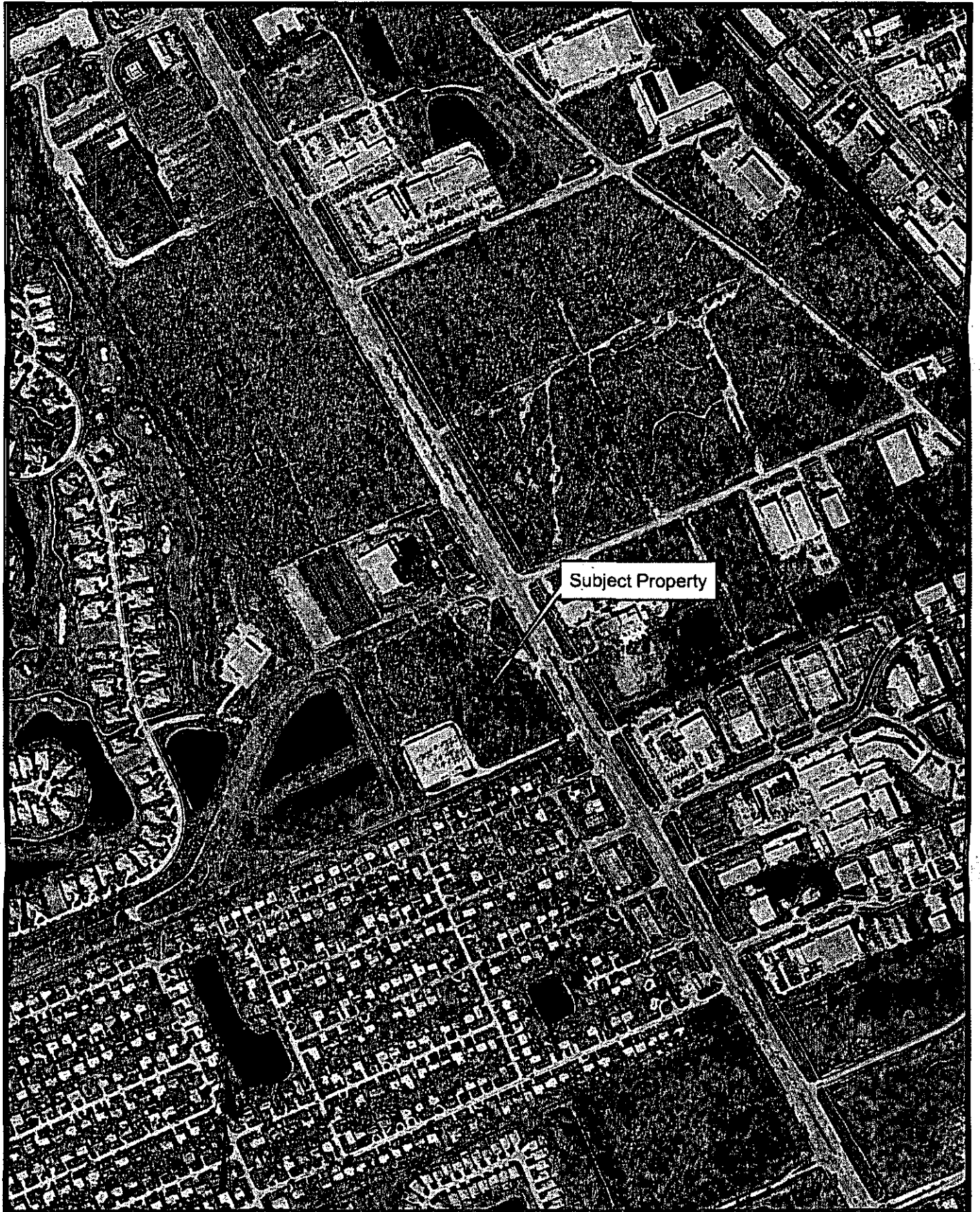
COMMENCE AT THE POINT OF INTERSECTION OF SOUTH LINE OF SAID PLAT OF PORT SEWALL AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 29°01'32" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 50.25 FEET TO A POINT IN THE SAID WESTERLY RIGHT OF WAY THAT IS 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL AND BEING THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 29°01'32" WEST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 702.18 FEET TO THE INTERSECTION WITH A LINE OF 5.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID TRACTS 217 AND 218; THENCE SOUTH 66°47'01" WEST, ALONG LASTLY SAID LINE, A DISTANCE OF 331.11 FEET; THENCE SOUTH 23°12'59" EAST A DISTANCE OF 699.57 FEET TO THE INTERSECTION WITH A LINE OF 50.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE SAID SOUTH LINE OF THE PLAT OF PORT SEWALL; THENCE NORTH 66°38'28" EAST, PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 402.18 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 256,329 SQUARE FEET OR 5.88 ACRES, MORE OR LESS.

Proposed Project:
Johnson Honda of Stuart

EXHIBIT B



ORDINANCE #2163-08 'JOHNSON HONDA' – EXHIBIT "C"

Approved Plans and Documents

1. The project shall comply with the Final Site Plan By Prepared By Captec Engineering, Inc. Last Revised 07/01/2008
2. The project shall comply with the Landscape Plan By Natural Balance Design Studio Last Revised 06/25/2008
3. Architectural Elevations - Prepared By Black Corley & Owens PA architects Last Received 07/03/2008
4. Any modifications to the CPUD Final Site Plan, due to final engineering, that exceeds 5% of the approved building footprint, building setbacks; density; building location; parking size, location and number; drainage areas; and location of landscaping shall require further approval by the City Commission via a public hearing.

Prior to Issuance of Development Permits

5. The applicant agrees to contribute \$56,608.13 to the City's tree mitigation fund prior to the issuance of a site construction permit.
6. The applicant shall provide a digital boundary survey and site plan prior to the issuance of a development permit.
7. Final site plan construction drawings shall be reviewed and approved by all applicable City departments.
8. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers shall be obtained by the applicant and copies provided to the City prior to the issuance of a development permit.
9. Development shall comply with the City's Concurrency Management System prior to the issuance of development permits. A concurrency reservation certificate shall be binding upon the applicant meeting the following three standards:
 - Site Plan construction approval;
 - The issuance of building permits to commence construction; and
 - Pays all applicable impact and permit fees.

Landscaping

10. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
11. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The

developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.

- 12.A Landscape maintenance plan, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of a certificate of occupancy.
13. "Hat racking" of trees is prohibited on the property.

Development and Construction

14. Construction activity shall be limited from 7:00 am to 6:00 pm Monday – Saturday.
15. All mechanical equipment associated with the development shall be roof top or located behind the building and screened decoratively screened or landscaped with hedge material.
16. Backflow prevention devices and above ground utilities shall be delineated on the landscape plans during final site plan review and shall be out of view or screened from the public right-of-way.
17. The property owner agrees to be liable for burying overhead utilities adjacent to or upon its property, other than FPL transmission lines - whenever the City requires adjacent property owners to do the same as part of a comprehensive streetscape scheme. This includes the five (5) existing overhead wooden poles. This provision shall not expire upon the transfer of the property from one owner to the next owner, but shall be deemed to "run with the land," and each and every deed out of an owner, as Grantor, and of all subsequent owners as grantors, shall contain this same provision, until such time as the overhead utilities are buried, and this provision is released by the City. This condition shall be memorialized by a separate writing signed by the owner and recorded in the public records of Martin County, as a deed restriction on the property.
18. Erosion and dust control measures to be implemented during construction shall be provided on the civil engineering plans and submitted during final site plan review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
19. All pole lighting, bollards, fencing and similar structures shall be of a decorative character. Lighting poles shall not exceed 25 ft. in height. All lighting shall have a consistent theme throughout the development and no lighting shall spill onto adjacent properties.
20. Construction of all permanent buildings shall be of concrete and/or masonry units.
21. Building addresses and/or numbers shall be in plain view and shown on each building plan submitted at the time of building permit application in accordance with the City Code and shall be consistent with the sign plan.

22. Street furniture provided on-site shall be of high quality and aesthetically pleasing appearance. Street furniture shall be reviewed and approved by staff prior to the issuance of a development permit.
23. Any sidewalk damaged during construction shall be repaired or replaced prior to the issuance of a Certificate of Occupancy for the last building.

Development Timetable

24. Time table for development shall be as follows:

Site Permit Submission	August 1, 2008
Building Permit Submission	December 1, 2008
Certificate of Occupancy Issued	September 1, 2010

25. No temporary or modular buildings are permitted on the property.
26. Billboards are prohibited on the property.
27. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited.
28. No vehicles shall be displayed or stored within the public right-of-ways at anytime.
29. To avoid noise disruption to surrounding properties, the facility shall not utilize an outdoor public announcement (P.A.) system.
30. This development shall use the "green development" techniques described and approved for at least minimal certification by Sec. 6.10.14, Green development, Land Development Code, City of Stuart using the criteria of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ of the U. S. Green Building Council ("LEED for New Construction v 2.2"), and shall apply for incentive credit measures therefore.
31. The fourth floor parking deck shall not be utilized for anything other than automobile inventory and/or employee parking. Visibility over the buildings' parapet from all public right of ways shall be limited without aesthetically hindering the project site. Signage, banners or any advertisement is strictly prohibited from the fourth floor.

10

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM

MEETING DATE: July 28, 2008

PREPARED BY: Murriah Dekle – Project Planner

TITLE OF ITEM: *Public Hearing:* Request to consider a major PUD amendment to the Commercial Planned Unit Development (CPUD) to approve:

- 1) A Final Site Plan;
- 2) Compliance with the Site Design Qualitative Development Design Standards; and
- 3) A List of Development Conditions including a Timetable for Development

Project Name:

Johnson Honda of Stuart

Property Location:

4200 SE Federal Highway (SW corner of SE Pomeroy Street & SE Federal Highway)

Property Owner/Applicant:

Turquoise Moon LLC C/O C. David Johnson, JR

Representative:

Monica Graziani – Captec Engineering

POST 1ST READING UPDATE:

The Commission unanimously approved the project on July 14, 2008. Two additional development conditions were generated at first reading and have been incorporated into Exhibit C.

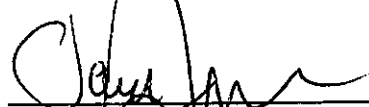
- Number thirty (30) pertains to requirements to utilize 'green' features.
- Number thirty-one (31) prohibits any activity/storage other than, employee parking or inventory visible from any public right of ways. Also, display signage or banners are prohibited above the buildings' parapet.

SEE ATTACHED DOCUMENTS:

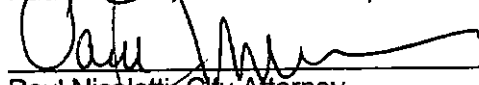
- Ordinance 2163 -08 w/attached Exhibits A, B & C
- City Commission Meeting Minutes July 14, 2008

DEPARTMENT HEAD RECOMMENDATION:

ADOPT Ordinance No. 2163-08 upon 2nd reading.



Paul Nicoletti, Interim Development Director



Paul Nicoletti, City Attorney



Dan Hudson, City Manager

7-22-08
Date

7-22-08
Date

7/22
Date

Stuart City Commission
November 14th, 2022

**Johnson Honda of Stuart
Major Amendment to
Commercial Planned Unit Development**



JOHNSON HONDA Major Amendment CPUD

ORDINANCE NUMBER 2504-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.83-ACRE PROPERTY OWNED BY TURQUOISE MOON LLC AT 4200 SOUTHEAST FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING JOHNSON HONDA AUTOMOBILE DEALERSHIP CPUD TO ADD TWO (2) PARKING GARAGES; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



JOHNSON HONDA Major Amendment CPUD

The dealership will provide vertical storage of automobile inventory over the existing pavement and this concept will ultimately reduce the total impervious surface.

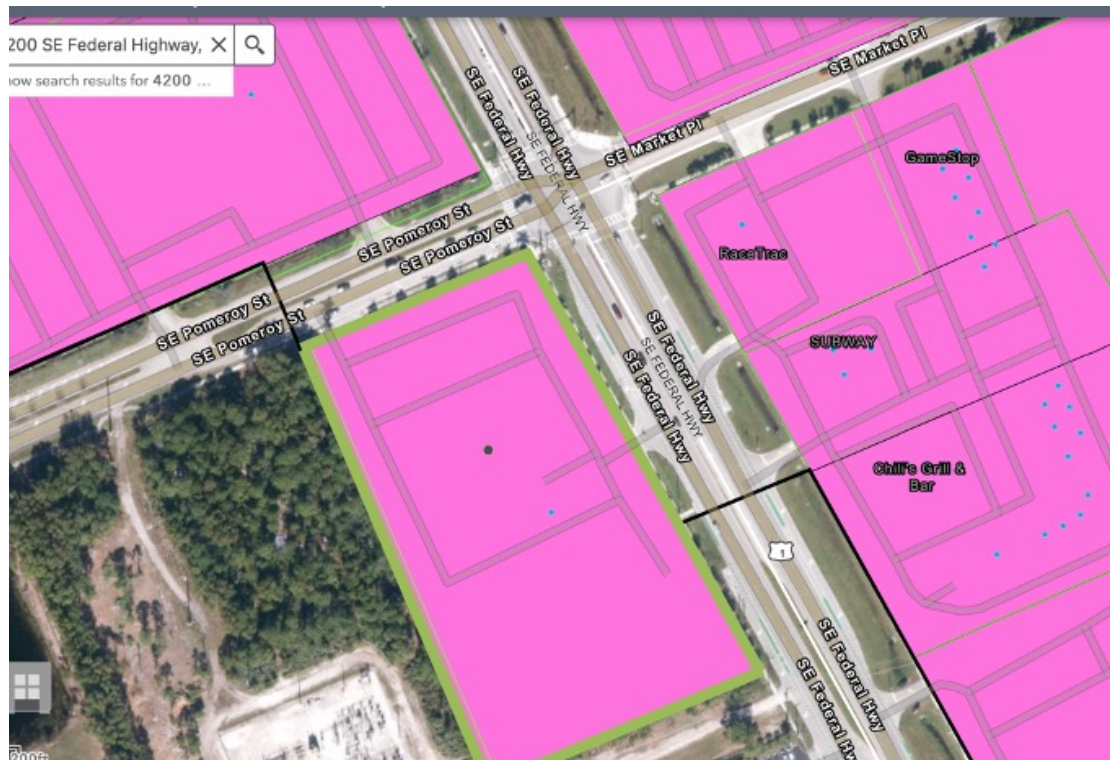


LOCATION



ZONING – EXISTING

Commerical Planned Unit Development (CPUD)



-  B-1: Buisness- Limited
-  B-2: Buisness- General
-  B-3: Buisness- Restrictied
-  B-4: Limited Business and Manufacturing
-  BMU: East Stuart Buisness and Mixed Use
-  County Zoning
-  CPUD: Commerical Planned Unit Development



FUTURE LAND USE – Commercial

200 SE Federal Highway, X

How search results for 4200 ...

SE Pomeroy St

SE Pomeroy St

SE Pomeroy St

SE Federal Hwy

SE Federal Hwy

SE Federal Hwy

SE Federal Hwy

SE Market Pl

SE Market Pl

GameStop

RaceTrac

SUBWAY

Chili's Grill & Bar

SE Federal Hwy

SE Federal Hwy

200ft

- Commercial
- Conservation
- Annexed with Martin County Future Land Use
- Downtown
- E Stuart
- Industrial
- Institutional
- Low Density Residential
- Marine and Industrial
- Neighborhood/Special
- Office- Residential
- Public
- Recreation

City of Stuart

Public Notice



City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

C. David Johnson being first duly sworn, depose(s) and say(s):
Tempo One Motel LLC

That (I am) we are the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

4200 SE Federal Highway, Stuart, Florida 34997

That a copy of the notice was sent by regular U.S. Mail on (09/26/2022) to the property owners within 300 feet of the subject property; and

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.

By: [Signature]
SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

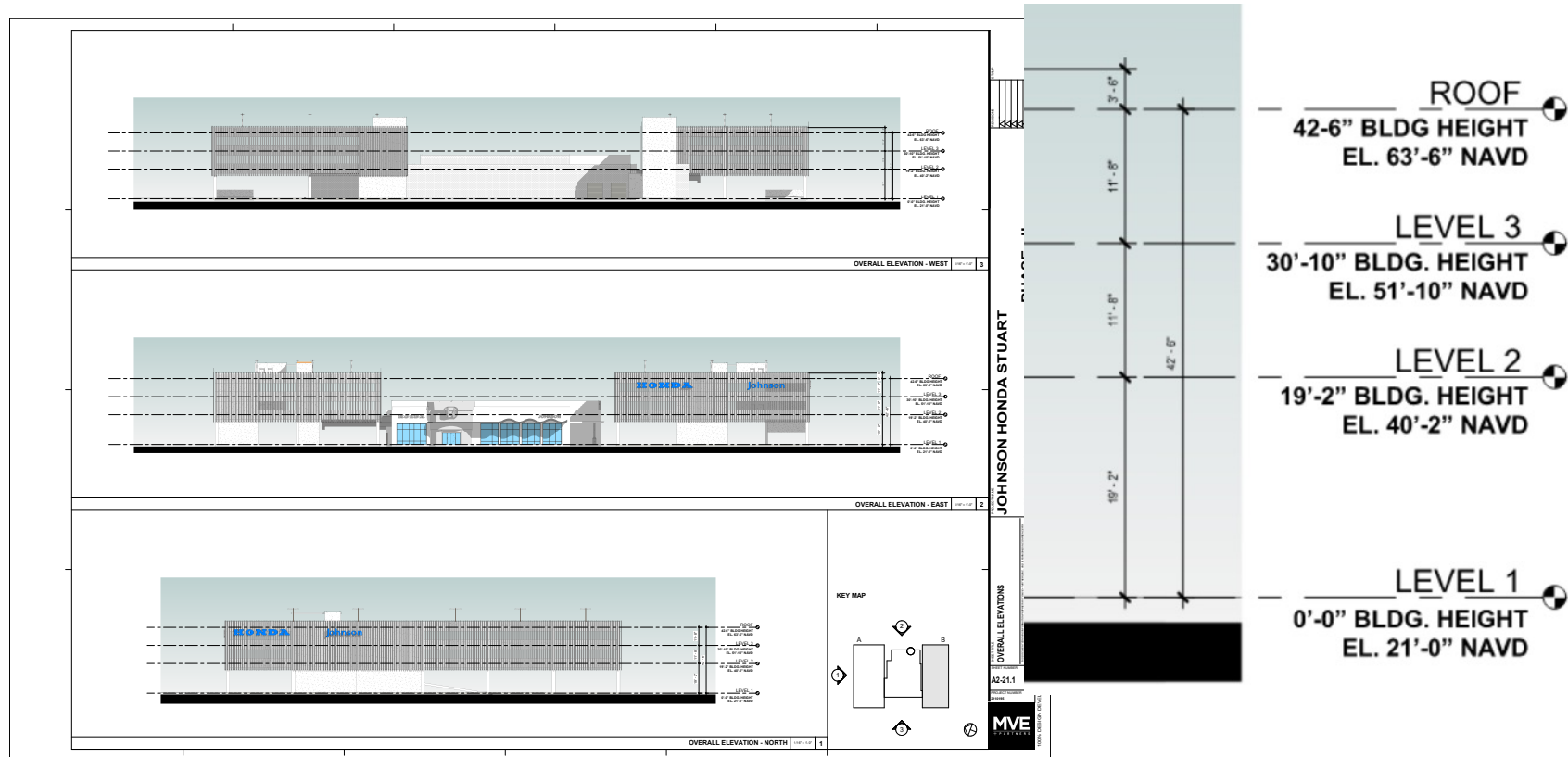
STATE OF NORTH CAROLINA, COUNTY OF Currituck
Sworn and subscribed before me by means of physical presence or
online notarization, this 28 day of September, 2022 By
[Signature]
Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of NC
(Notary Seal)



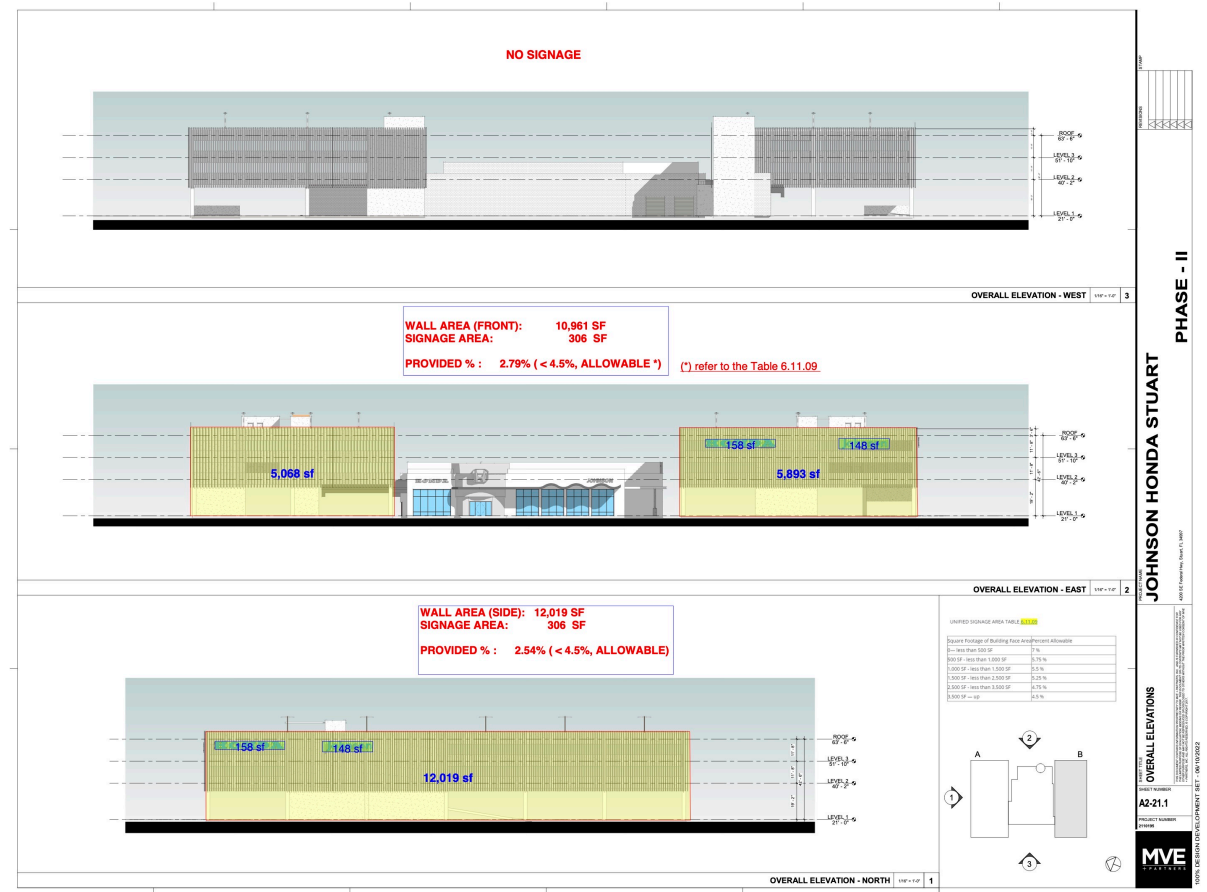
ELEVATION/DESIGN



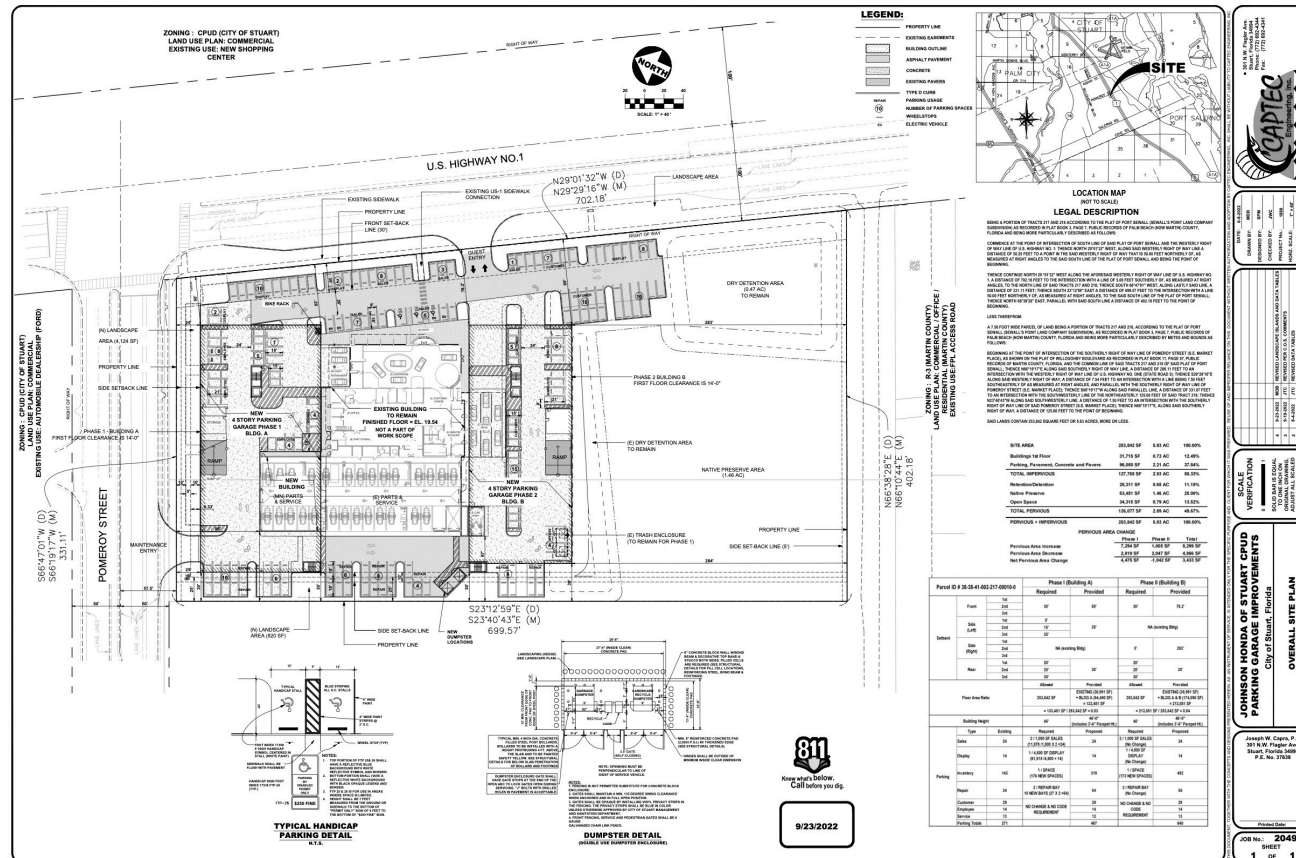
Sign coverage

Wall Area (Front): 10,961sf
Signage Area: 306sf
Provided % : 2.79%(<4.5, Allowable *)

Wall Area (Side): 12,019sf
Signage Area: 306sf
Provided % : 2.54%(<4.5, Allowable)



SITE PLAN



SITE DATA - setbacks

Parcel ID # 38-38-41-002-217-00010-0			Phase I (Building A)		Phase II (Building B)	
			Required	Provided	Required	Provided
Setback	Front	1st	30'	50'	30'	78.2'
		2nd				
		3rd				
	Side (Left)	1st	5'	25'	NA (existing Bldg)	
		2nd	15'			
		3rd	25'			
	Side (Right)	1st	NA (existing Bldg)		5'	283'
		2nd				
		3rd				
	Rear	1st	20'	30'	20'	30'
		2nd	25'		25'	
		3rd	30'		30'	

SITE DATA

SITE AREA	253,842 SF	5.83 AC	100.00%
Buildings 1st Floor	31,715 SF	0.73 AC	12.49%
Parking, Pavement, Concrete and Pavers	96,050 SF	2.21 AC	37.84%
TOTAL IMPERVIOUS	127,765 SF	2.93 AC	50.33%
Retention/Detention	28,311 SF	0.65 AC	11.15%
Native Preserve	63,451 SF	1.46 AC	25.00%
Open Space	34,315 SF	0.79 AC	13.52%
TOTAL PERVIOUS	126,077 SF	2.89 AC	49.67%
PERVIOUS + IMPERVIOUS	253,842 SF	5.83 AC	100.00%
PERVIOUS AREA CHANGE			
	Phase I	Phase II	Total
Pervious Area Increase	7,294 SF	1,005 SF	8,299 SF
Pervious Area Decrease	2,819 SF	2,047 SF	4,866 SF
Net Pervious Area Change	4,475 SF	-1,042 SF	3,433 SF



PARKING PROVIDED

Parking garage A will include: 319 spaces

Parking garage B will include: 492 spaces

The proposed developments will provide new 811 spaces for inventory

Building Height			45'	46'-0" (includes 3'-6" Parapet Ht.)	45'	46'-0" (includes 3'-6" Parapet Ht.)
Parking	Type	Existing	Required	Proposed	Required	Proposed
	Sales	24	2 / 1,000 SF SALES (11,978 / 1,000 X 2 =24)	24	2 / 1,000 SF SALES (No Change)	24
	Display	14	1 / 4,500 SF DISPLAY (61,815 / 4,500 = 14)	14	1 / 4,500 SF DISPLAY (No Change)	14
	Inventory	143	1 / SPACE (176 NEW SPACES)	319	1 / SPACE (173 NEW SPACES)	492
	Repair	34	2 / REPAIR BAY 10 NEW BAYS (27 X 2 =54)	54	2 / REPAIR BAY (No Change)	54
	Customer	29	NO CHANGE & NO CODE REQUIREMENT	29	NO CHANGE & NO CODE REQUIREMENT	29
	Employee	14		14		14
	Service	13		13		13
	Parking Totals	271		467		640



MASSING EXHIBIT

CURRENT DEVELOPMENT (US HWY 1)

MASSING EXHIBIT

COMFORT INN SUITES
(Commercial / Residential / 4 story)

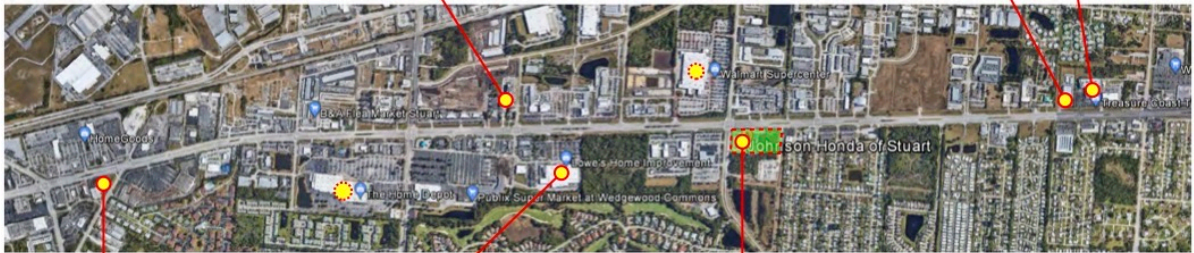


EXTRA SPACE STORAGE
(Commercial / 4 story)
Martin County Project

TOYOTA OF STUART
(Commercial / 2 story dealership
+ 4 story parking structure)
Martin County Project



Martin County



BUSINESS BUILDING
(Business / 4 story +
parking structure 2 story)



LOWE'S HOME IMPROVEMENT
(Mercantile / 1 story + 25' ceiling w/ 42' H.
front tower)



PROPOSED PARKING STRUCTURE
(existing 2 story dealership +
4 story parking structure)



MASSING EXHIBIT

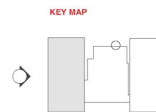
BUILDING DESIGN - Scale, Blending and Pattern (Pomeroy side)



LIGHTING DESIGN - NIGHT VIEW



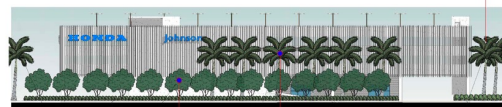
LIGHTING DESIGN - NIGHT VIEW



KEY MAP



BUILDING ELEVATION



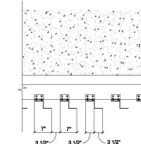
LANDSCAPE

EXISTING AND RELOCATED
IRREGULAR TREES

RELOCATED ROYAL PALM



ALUMINUM LOUVER SCREEN



WAIVER

Request waiver from the 50% interior
landscaping requirement



LPA RECOMMENDATION

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission with the addition of standard development conditions.



Development conditions

- The buildout date shall be three years from the date of the ordinance is recorded for Phase 1 and five years from the date of this ordinance for Phase 2.

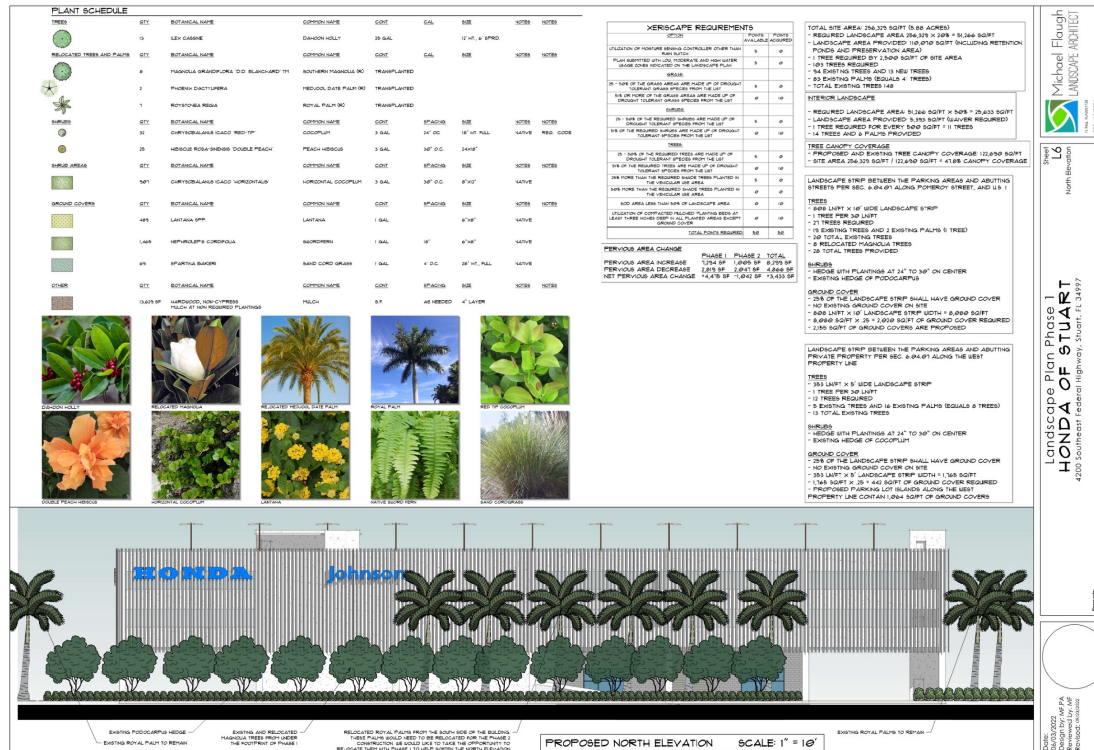
STAFF RECOMMENDATION

ADDITIONAL CONDITIONS:

Staff recommends approval of Ordinance 2504-2022 to include a waiver of 50% of internal landscape requirements as requested with the standard development conditions. Buildout date to be three years from the date of the ordinance Phase 1 and five years from the date the ordinance for Phase 2.

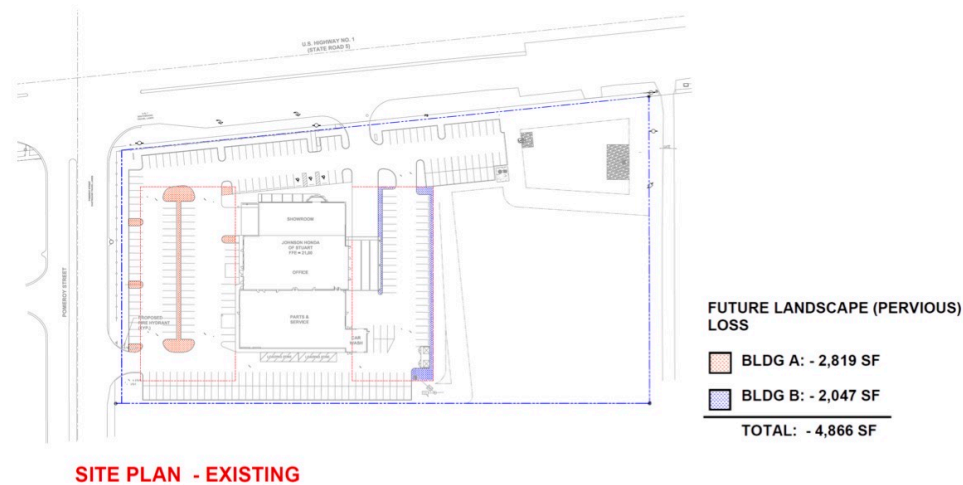


Landscape on Pomeroy



SITE DATA

JOHNSON HONDA OF STUART CPUD AMENDMENT PERVIOUS/IMPERVIOUS ANALYSIS



SITE PLAN - EXISTING

DATE PRINTED: September 23, 2022

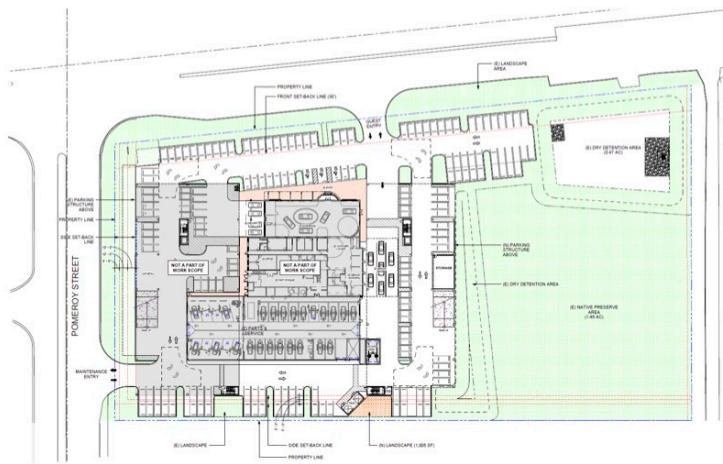
PAGE 1 OF 3

PERVIOUS-IMPERVIOUS ANALYSIS



SITE DATA

JOHNSON HONDA OF STUART CPUD AMENDMENT PERVIOUS/IMPERVIOUS ANALYSIS



LANDSCAPE (PERVIOUS) GAIN

 BLDG B: + 1,005 SF

LANDSCAPE (PHASE II) GAIN / LOSS

TOTAL LOSS: - 4,866 SF

TOTAL GAIN: + 8,299 SF

+ 3,433 SF

	PHASE I	PHASE II	SUM
GAIN (+)	7,294	1,005	8,299
LOSS (-)	2,819	2,047	4,866
CHANGE	4,475	-1,042	3,433

SITE PLAN - PHASE II

DATE PRINTED: September 23, 2022

PAGE 3 OF 3

PERVIOUS-IMPERVIOUS ANALYSIS



**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Bonnie Landry

Title of Item:

MAJOR AMENDMENT TO THE WALLACE VOLVO PUD (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2505-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.78-ACRE PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This is a request to amend the most recent CPUD agreement for this automobile dealership approved July 6, 2007 by Ordinance No. 2109-07. The amendment will include the demolition of an existing single-story building and the construction of a new showroom with office and storage space, auto repair bays, outdoor display area and additional parking including electric vehicle charging stations. The Local Planning Agency met on October 13, 2022, reviewed the request and voted unanimously to recommended the City Commission approve this Ordinance and to grant the waiver of the interior landscape requirement.

Funding Source:

n/a

Recommended Action:

Staff recommends approval this Major Amendment to the CPUD including approval for a variance to the interior landscape requirement.

ATTACHMENTS:

1. A. Staff Report Wallace Volvo
2. B. Ordinance 2505-2022
3. C. Ordinance2505-2022 'Exhibit D'
4. D. Application
5. E. Public Notice
6. F. Attachments/Back up material



Ordinance 2505-2022 Staff Report

A. Application

Wallace Auto Major Amendment to a CPUD Application Number: Z2202001

Applicant	Wallace J 2755 SE Federal Highway, LLC
Property Owner	Wallace J 2755 SE Federal Highway, LLC
Agent for Applicant	Scott Montgomery
Project Manager	Hal Herndon & Associates
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to request a major amendment to the Wallace Volvo auto dealership CPUD. Wallace Automobile Sales and Services is located on 5.78 acres of land located at 2675 SE Federal Highway, Stuart, Florida. The Applicant is requesting Major PUD Amendment.

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2505-2022.

Background

The applicant is requesting the demolition of two existing, single-story buildings and add a showroom with office and general storage space, auto repair bays, outdoor display area, and additional parking including electric vehicle charging stations to the existing site.

Address	2675 SE Federal Highway, Stuart, FL
Parcel Number(s)	15-38-41-000-000-00211-0; 15-38-41-000-000-00210-8
Existing Zoning	CPUD
Current Future Land Use	Commercial
Site Area (acres)	5.78
Present Use	Automobile Sales & Services

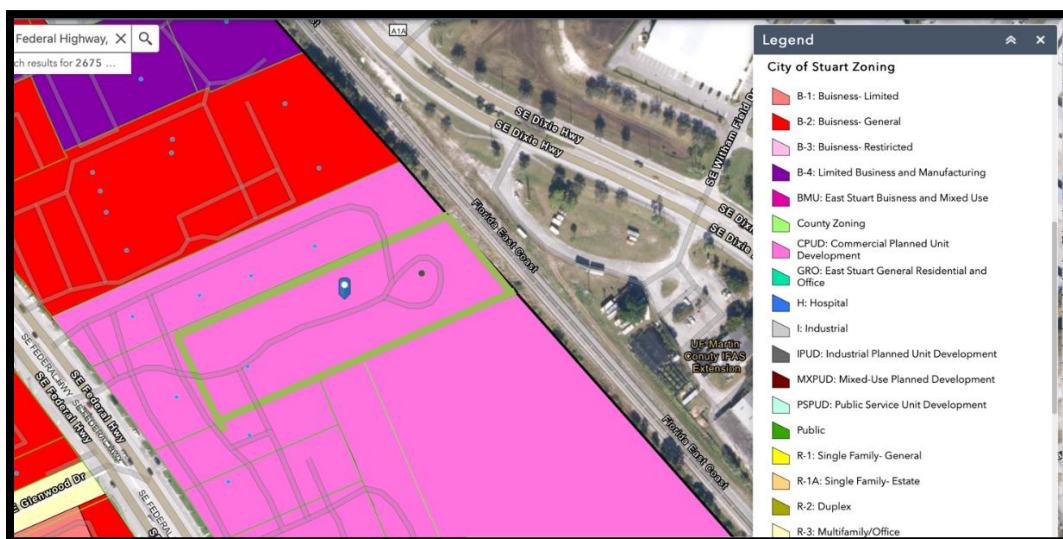
Proposed Future Land Use Designation	Commercial
Current Zoning	CPUD
Proposed Zoning District	CPUD
Proposed Use	Automobile Sales & Services

C. Site Location and Information

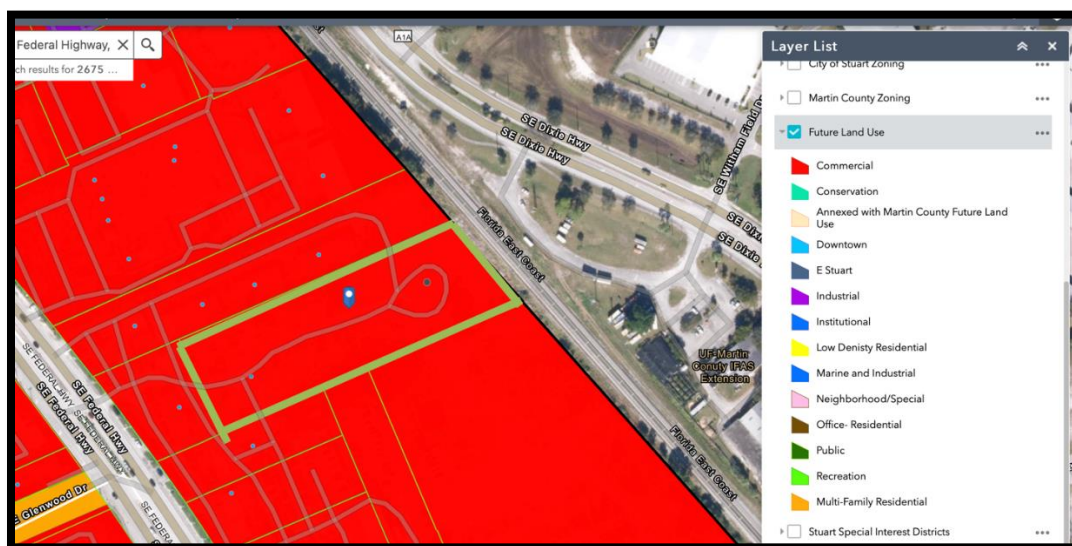
Location Map



Existing Zoning Map



Existing Future Land Use Map



B. Determination of compliance with Comprehensive Plan

The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan: Policy 1.A3.2. The City's Future Land Use Map and land development regulations shall direct development to areas where adequate utilities, services and schools exist or are planned in order to protect natural resources.

Staff Analysis: The proposed major CPUD amendment is consistent with Policy 1.A3.2.

Objective 1.B1. - Compact Urban Form: Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

Staff Analysis: The applicant is proposing a modification to the existing site that will better utilize the property for the use of the auto dealership. This redevelopment of the property is compliant with objective 1.B1.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: The redevelopment of the property is compliant with surrounding land uses and business on US Hwy 1.

Policy 1.B3.7. Open spaces are relatively undeveloped areas used to enhance natural resource conservation, recreation, or aesthetic functions of an urban environment. Open spaces may include preserved wetlands, landscaped stormwater facilities, landscaped areas, playgrounds, parks, and golf courses.

Staff Analysis: The proposed redevelopment does not create any new development on existing natural or open spaces. It is simply the redevelopment of an existing, impervious site to better suit

the needs of the property and auto dealership business. The project, when originally developed, did not alter native vegetation, habitat, or wetlands on the property.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: The proposed redevelopment is consistent with Policy 1.B3.9.

E. Project Details

Traffic

The City's Traffic Review Consultant has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. According to the Traffic Analysis, the Wallace Volvo auto dealership will generate 16 net AM and PM peak hour trips. These trips will not cause levels of service to fall below acceptable levels in the future.

Drainage

The City's Engineering Consultant provided comments on Oct. 3, 2022 stating that, final drainage calculations are not required at the time of PUD Amendment; however, requested preliminary calculations to demonstrate that the stormwater system has the necessary capacity for the development site.

The Applicant's engineer provided the following statement to attest to the site's stormwater capacity and is in the process of providing the additional calculations to the City's Engineering Consultant:

1. The final Stormwater Management Calculations will be in accordance with City of Stuart Land Development Code Section 6.03.
2. The proposed stormwater management system will provide storage volumes within the designated dry detention area as follows:

Approximately two (2) times the calculated water quality treatment volume requirement.

A storage volume equivalent to the total of the increased runoff from the additional impervious area proposed for the project.

3. The proposed stormwater management system will provide attenuation and perimeter grading such that:

Design storm stages will comply with City of Stuart regulations. The proposed site improvements will not cause increased design storm elevations on adjacent properties.

Please note that the limits of the proposed stormwater detention area at the rear of the project area is not restricted by site improvements and we have elected to expand the detention area by approximately thirty (30) percent to maintain a conservative position at this time.

Existing Site Details

The subject property stands presently as the Wallace Volvo Auto Dealership. The applicant is requesting a major amendment to the CPUD in order to demolish an existing, single-story building on the premises and replace it with a showroom, office, storage facility, and service bay.

Proposed Project Details

Access and Circulation

Access is granted to the site through one entrance via US Hwy 1.

Parking

The proposed building will not have an impact on parking requirements as it will be a replacement to two existing building on the property.

Landscaping, Open Space, and Native Vegetation Area

City staff has reviewed the proposed landscaping. The project is redevelopment of a site developed prior to the LDC requirement for 50% interior landscaping. The applicant is requesting a waiver from this requirement.

Architecture

The applicant's proposal includes architectural features that are consistent with the existing building and architecture.

Signage

The Applicant has provided staff with a location and design for the proposed monument sign. The monument sign meets the setback requirements and the scale and conformity with the overall development and is located at the entrance to the property along US Hwy 1. The applicant has also proposed wall signage on the proposed structure as shown on the West and South elevations.

F. Conclusion

Staff has reviewed the subject petition for a major amendment to CPUD to Commercial located at 2675 SE Federal Highway, Stuart, Florida.

City staff and the City's consultants have determined that the proposal meets the requirements of the Land Development Code, subject to the waivers requested herein. The project complies with many Objectives and Policies within the City's Comprehensive Plan.

Staff recommends approval of Ordinance 2505-2022.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2505-2022

ORDINANCE No. 2505-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) FOR A 5.78-ACRE PROPERTY OWNED BY WALLACE J 2755 SE FEDERAL HIGHWAY, LLC AT 2675 SE FEDERAL HIGHWAY; SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING MODIFICATIONS TO THE EXISTING PUD TO DEMOLISH ONE SINGLE-STORY BUILDING AND ADD A SHOWROOM WITH OFFICE AND GENERAL STORAGE SPACE, AUTO REPAIR BAYS, OUTDOOR DISPLAY AREA, AND ADDITIONAL PARKING INCLUDING ELECTRIC VEHICLE CHARGING STATIONS; PROVIDING FOR CERTAIN DEVELOPMENT DOCUMENTS AND CONDITIONS; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Local Planning Agency board held a properly noticed hearing on October 13th, 2022, to consider the applicant’s request and recommended approval of the subject petition to the City Commission to amend the CPUD; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Wallace J 2755 SE Federal Highway, LLC (property owner), for a 5.78-acre parcel of land located at 2675 Southeast Federal Highway; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a Major Amendment to the CPUD, and has also considered the recommendation of the city staff.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards, and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the CPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the CPUD development will be in harmony with surrounding properties and their anticipated development; and

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law; and

WHEREAS, the property is legally described in “Exhibit A” of this ordinance. A map depicting the property is attached hereto as Exhibit “B” and made a part hereof by reference; and development conditions attached as Exhibit “C”;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions:

- a. **Boundary Survey, prepared by *Stephen J. Brown*, updated 08.31.2023.**
- b. **Site Plan, Sheet 1, by *C. Calvert Montgomery and Associates, Inc*, dated 06.22.2022.**
- c. **Enlarged Site Plan, Sheet 2 of 2, by *C. Calvert Montgomery and Associates, Inc*, dated 12.28.2021.**
- d. **Unified Sign Plan with Elevations, (4 pages) by *AGI*, dated 3.31.22**
- e. **Landscape Plan, Sheets L1, by *Daniel J. Sugg*, dated 06.02.2022.**
- f. **Traffic Analysis, by *O’Rourke Engineering and Planning*, dated June 15, 2022.**
- g. **Auto Turn Exhibit, prepared by *C. Calvert Montgomery and Associates, Inc*, dated 12.22.2021.**

SECTION 2: The Future Land Use designation in the City's Comprehensive Land Use Plan shall remain Commercial (C). The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall remain "CPUD" Commercial Planned Unit Development amended by this ordinance to allow for demolition of one single story building and add a showroom with office and general storage space, repair bays, outdoor display area, and additional parking including electric vehicle chargers.

SECTION 3: This ordinance becomes effective upon adoption.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code and the Florida Building Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and

Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

(The remainder of this page intentionally left blank)

Passed on first reading the ____ day of _____, 2022.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

(The remainder of this page intentionally left blank)

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A COMMERCIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS COMMERCIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

William L. Wallace of Wallace J

2755 SE Federal Highway, LLC

By: _____

Print Name: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this ____ day of _____, 2022, by William L. Wallace of Wallace J 2755 SE Federal Highway, LLC.

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGEMENT

STATE OF FLORIDA,

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

WALLACE AUTO CPUD

W 145' OF THE SLY 209.64' OF GL 2 (AS MSD AT RIGHT ANGLES TO N/LN HG)
LYING E/O US 1 R/W & W OF FEC RY

(The remainder of this page intentionally left blank)

EXHIBIT B – LOCATION MAP

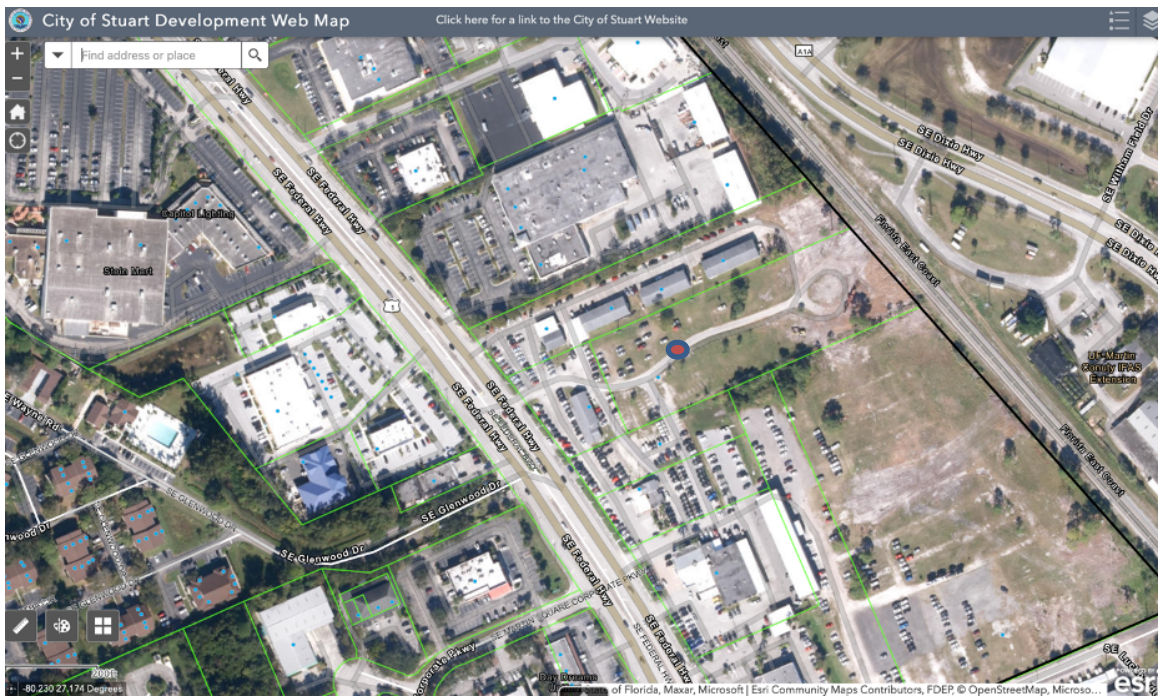


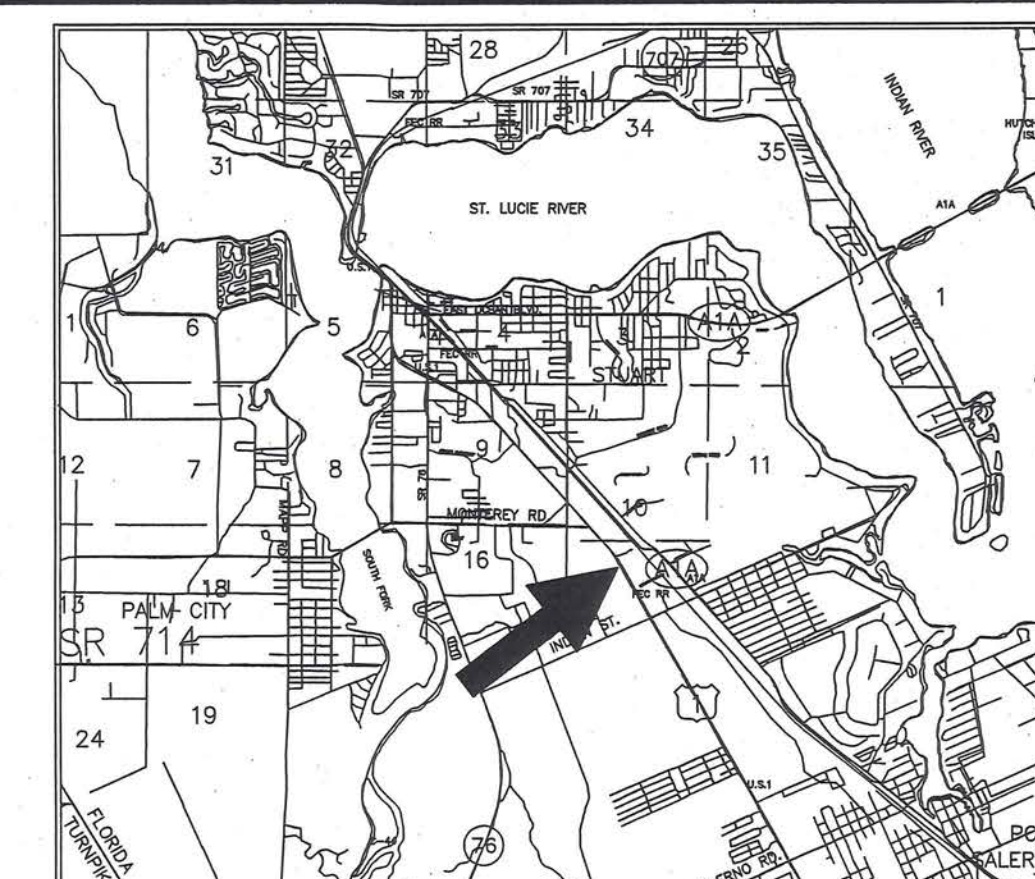
EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The Wallace Volvo CPUD amendment project and use thereof shall comply with the following drawings and documents:
 - a. **Boundary Survey, prepared by *Stephen J. Brown*, updated 08.31.2023.**
 - b. **Site Plan, Sheet 1, by *C. Calvert Montgomery and Associates, Inc*, dated 06.22.2022.**
 - c. **Enlarged Site Plan, Sheet 2 of 2, by *C. Calvert Montgomery and Associates, Inc*, dated 12.28.2021.**
 - d. **Unified Sign Plan with Elevations, (4 pages) by *AGI*, dated 3.31.22**
 - e. **Landscape Plan, Sheets L1, by *Daniel J. Sugg*, dated 06.02.2022.**
 - f. **Traffic Analysis, by *O'Rourke Engineering and Planning*, dated June 15, 2022.**
 - g. **Auto Turn Exhibits, (4 pages) prepared by *C. Calvert Montgomery and Associates, Inc*, dated 12.22.21.**
2. Any modifications to the CPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, location of drainage areas, location of monument and building signage, and location of landscaping may be approved by the City's Development Director; however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. The build out date shall be two years from the date that this ordinance is recorded.
4. Additional stormwater calculations and exhibits shall be provided, if requested, prior to final site approval.
5. Approval by the Public Works department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction, or violation of City Code. Code Compliance rests with the design engineer.
6. Consistent with F.S. 163.31801 and prior to the issuance of each building permit, the owner shall pay all applicable impact fees.
7. By acceptance of this development order, the Applicant acknowledges and agrees to abide by the terms of Florida Statute 166.033 pertaining to state and federal agency permits.
8. All work shall conform with the 7th edition of the Florida Fire Prevention Code.
9. Prior to the issuance of a Certificate of Occupancy for each building, an inspection from the Development Department is required.
10. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit all required recorded easements and easement modifications to the City Development Department.

EXHIBIT D – DEVELOPMENT DOCUMENTS



LEGAL DESCRIPTION

Total Area For The Above Described Legal Descriptions is 251,571.23 Square Feet, 5.775 Acres, +/-

1. Survey of description as furnished by Client.

2. Lands shown hereon were abstracted for encumbrances and/or rights-of-way of record as per Chicago Title Insurance Company Title Commitment No. 1509013566 with an effective date of May 1, 2009.

3. All bearings are referenced to the Easterly Right-of-Way Line of U.S. Highway No. 1, as shown on the Florida Department of Transportation Right-of-Way Map Section 89010-2552, Dated, 10/08/1992, and plotted as N29°01'32"W, all others relative thereto.

4. Elevations shown hereon are relative to National Geodetic Vertical Datum of 1929.

5. There are no above ground encroachments, unless otherwise shown.

6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C016H, dated 02/19/2020, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.

7. Underground foundations & utilities not located unless shown.

8. All lands surveyed subject to a Reciprocal Easement for Ingress and Egress as recorded in Official Records Book 1922, Page 2170.

9. Dealership sign overhangs, not located on survey.

BOUNDARY SURVEY

DRAWN
S.J.B.
CHECKED
S.J.B.
DATE
09/10/2009
SCALE
1" = 60'
JOB NO.
1018-02-01
SHEET
ONE

OF TWO SHEETS

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

OF TWO SHEETS

PARCEL 2-A - PROPERTY OWNED BY FAR NORTH CORP
(Parcel Control Number: 15-38-41-000-000-00200.0)

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwestly along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North 66°05'27" East, a distance of 794.91 feet to the Southwest right-of-way line of the Florida East Coast Railway Company, thence South 41°53'13" East along said right-of-way line a distance of 111.51 feet; thence South 66°02'57" West along the line parallel to the Northwest line of the Hanson Grant a distance of 802.46 feet to the Point and Place of Beginning.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1, (State Road No.5) and The boundary of the Hanson Grant (also the South boundary said Government Lot 2), run North Northerly and by a straight line bearing North $60^{\circ}59'58''$ East through a central angle of $207^{\circ}04'$ on an arc length of 214.44 feet to a point on said Easterly right-of-way lying 110.67 feet from its intersection with the boundary of the Hanson Grant; thence continue along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 110.67 feet and a chord bearing of North $37^{\circ}46'44''$ West through a central angle of $01^{\circ}05'58''$ on an arc length of 110.67 feet to a point on said Easterly right-of-way lying 221.36 feet from its intersection with the boundary of the Hanson Grant; thence distance of 795.93 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company, being South $41^{\circ}09'21''$ East along said Westerly right-of-way a distance of 112.51 feet to a point; thence South $11^{\circ}12'$ West along a line parallel with the Hanson Grant a distance of 802.76 feet to the Point and Place of Beginning.

PARCEL 2-B - PROPERTY OWNED BY FAR NORTH CORP
(Parcel Control Number: 15-38-41-000-000-00211.0)

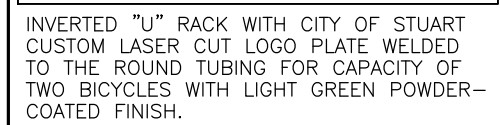
The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No.5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel is more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the right-of-way of the Highway known as U.S. Highway No. 90, running North-South; thence along said Grant (also the South boundary of said government lot 2) thence run North 66°12'12" East along the said North line of the Hanson Grant a distance of 145.00 feet to a point; thence run North 23°34'78" East a distance of 209.45 feet to a point on a line being parallel and 209.45 feet North of as measured at right angle to the North line of the Hanson Grant; thence South 66°12'12" West along said parallel line a distance of 190.93 feet to the North line of the Hanson Grant; thence along said North line of the Hanson Grant a distance of 145.00 feet to a radius of 5767.18 feet, a central angle of 02°07'49", a chord bearing of South 36°09'50" East; thence in a clockwise direction along the arc of said curve a distance of 214.44 feet to the Point and Place of Beginning.

PARCEL 3 - PROPERTY OWNED BY AJAX DEVELOPMENT CORP.
(Parcel Control Number: 15-38-41-000-000-00210.8)

The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No.5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the North line of the South boundary of the Hanson Grant (also the North line of the Florida East Coast Railway Company's Grant) (also the South boundary of said Government Lot 2), then run North 66°12'12" East along said North line of said Hanson Grant a distance of 145.00 feet to the Point of Beginning, then run North N 23°47'48" West a distance of 142.56 feet to a point on the east line of said Government Lot 2, then run North 66°12'12" East along said North line of said Hanson Grant a distance of 142.56 feet to a point on the North line of the Hanson Grant a distance of 61.83 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company, then South 41°09'21" East along said right-of-way a distance of 142.56 feet to a point on the east line of said Government Lot 2, then South 00°44'15" West along said East line of said Government Lot 2 a distance of 620.73 feet to the Point and Place of Beginning, then South 66°12'12" West along said Hanson Grant line a distance of 620.73 feet to the Point and Place of Beginning.



PROJECT NAME: WALLACE VOLVO
 PARCEL ID #'s : 15-38-41-000-000-00200-0
 15-38-41-000-000-00211-0
 15-38-41-000-000-00210-8
 LOCATION: 2655, 2675, 2755 SE FEDERAL HWY.
 STUART, FLORIDA

EXISTING USE:	AUTO SALES / SERVICE
PROPOSED USE:	AUTO SALES / SERVICE
ZONING:	CPUD
LAND USE:	COMMERCIAL

TOTAL AREA:	251,571 s.f.	5.78 ac.	100.0 %
BUILDING COVERAGE:	26,145 s.f.	0.60 ac.	10.4 %
VEHICULAR PAVEMENT:	105,530 s.f.	2.42 ac.	41.9 %
PEDESTRIAN WALKS:	2,654 s.f.	0.06 ac.	1.1 %
TOTAL IMPERVIOUS AREA:	134,329 s.f.	3.08 ac.	53.4 %
OPEN SPACE:	117,242 s.f.	2.69 ac.	46.6 %

SETBACKS (Volvo)	
FRONT (U.S. 1)	112.32'
SIDE (North Property Line)	30'
SIDE (South Property Line)	164.12'
REAR	481.19'

PARKING				
SHOWROOM	6931 s.f. @ 2 Sp. / 1000 s.f.	= 14	Spaces	
OUTDOOR DISPLAY AREA	2834 s.f. @ 1 Sp. / 4500 s.f.	= 1	Space	
OFFICE / ADMIN.	3225 s.f. @ 1 Sp. / 300 s.f.	= 11	Spaces	
GENERAL STORAGE	8032 s.f. @ 1 Sp. / 1000 s.f.	= 8	Spaces	
REPAIR BAYS	10 @ 2 Sp. / Bay	= 20	Spaces	
OUTDOOR VEHICLE INVENTORY	100 Vehicles	= 100	Spaces	
TOTAL PARKING =		= 154	Spaces	

FLOOR AREA RATIO
= 26,145 s.f. / 251,571 s.f. = 10.4 %

ENGINEER'S SEAL:

FL. REG. No. 45954

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers—Surveyors (LB & C.A. 0000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995
TEL. (772) 287-3636 FAX (772) 220-0580

1	REV. PER C.O.S. COMMENTS	06.22.22			
	NO REVISION	DATE			
	DESIGNED BY:	DATE: 12.28.21			
	DRAWN BY:	SCALE: 1"=30'			

C.P.U.D. SITE PLAN

SITE DEVELOPMENT PLANS FOR
WALLACE VOLVO
STUART, FLORIDA

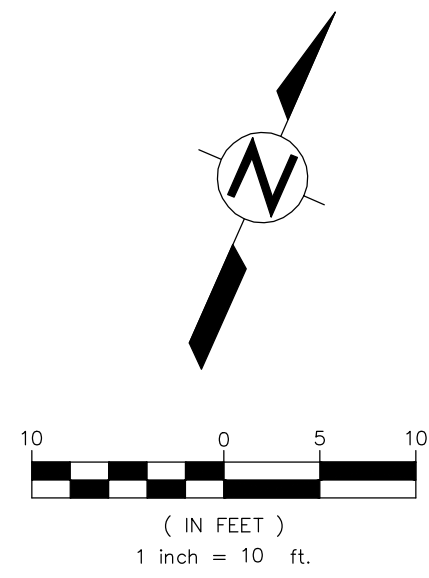
PROJECT NO.

SHEET

1

OF 2

Page 443 c



ASPHALT GRAPHICS IN
VOLVO BROAD FONT, TYP.

PLAZA BENCH

POTTED PLANT

EV CHARGING STATION

LIGHT GRAY PAVER
TO MATCH CONCRETE
(CELLULAR GRASSED
PAVER SYSTEM)

FEATURE DISPLAY PAD WITH
RECESSED LIGHTING AND LIGHT
GRAY CONCRETE WITH A BRUSHED
PATTERN ON ALL VISIBLE SURFACES

BROWN STAINED CONCRETE
WITH STAMPED WOOD DECK
PATTERN

SITE LIGHTING, SEE
SITE ELECTRICAL PLAN

LIGHT GRAY CONCRETE WITH
A BRUSHED PATTERN ON ALL
VISIBLE SURFACES

FEATURE DISPLAY PAD WITH
RECESSED LIGHTING AND LIGHT
GRAY CONCRETE WITH A
BRUSHED PATTERN ON ALL
VISIBLE SURFACES

VOLVO PYLON

NORTH PROPERTY LINE

WELCOME
GOODBYE
GUEST
CHECK-IN

CONCRETE
EXPANSION JOINT

DARK GRAY CONCRETE,
WITH A BRUSHED PATTERN
ON ALL VISIBLE SURFACES

LIGHT GRAY CONCRETE,
WITH BRUSHED PATTERN
ON ALL VISIBLE SURFACES

EV CHARGING STATION

SMOOTH SMALL SEA PEBBLES, VARYING
IN NEUTRAL COLORS, VARYING SIZES

LOW LYING SHRUBBERY

VOLVO
SHOWROOM

ENTRY MAT

LIGHT GRAY CONCRETE WITH BRUSHED
PATTERN ON ALL VISIBLE SURFACES

BOLLARD, TYP.

(8) GUEST

GUEST
PARKING

SITE LIGHTING, SEE
SITE ELECTRICAL PLAN

ASPHALT GRAPHICS IN
VOLVO BOLD FONT

CHECK-IN

CBV WALL: WHITE STUCCO, SMOOTH FINISH,
WITH ILLUMINATED VOLVO C.B.V. LETTER
SIGNAGE (BY VENDER OF RECORD)

PLAZA BENCH

LIGHT GRAY CONCRETE, SMOOTH,
SAND BLASTED FINISH WITH
REVEALS AT 30" O.C. EA. WAY

C.P.U.D. SITE PLAN ENLARGED

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000160)
P.O. BOX 92...959 S. FEDERAL HWY...STUART, FLORIDA 34995
TEL: (772) 287-3636 FAX: (772) 220-0580

NO	REVISION	DATE
1	DESIGNED BY:	DATE: 12.28.21
2	DRAWN BY:	SCALE: 1"=10'

C.P.U.D. SITE PLAN ENLARGED

SITE DEVELOPMENT PLANS FOR
WALLACE VOLVO
STUART, FLORIDA

ENGINEER'S SEAL:

PROJECT NO.

SHEET

2

SCOTT T. MONTGOMERY, P.E.
FL REG. No. 45954

OF 2

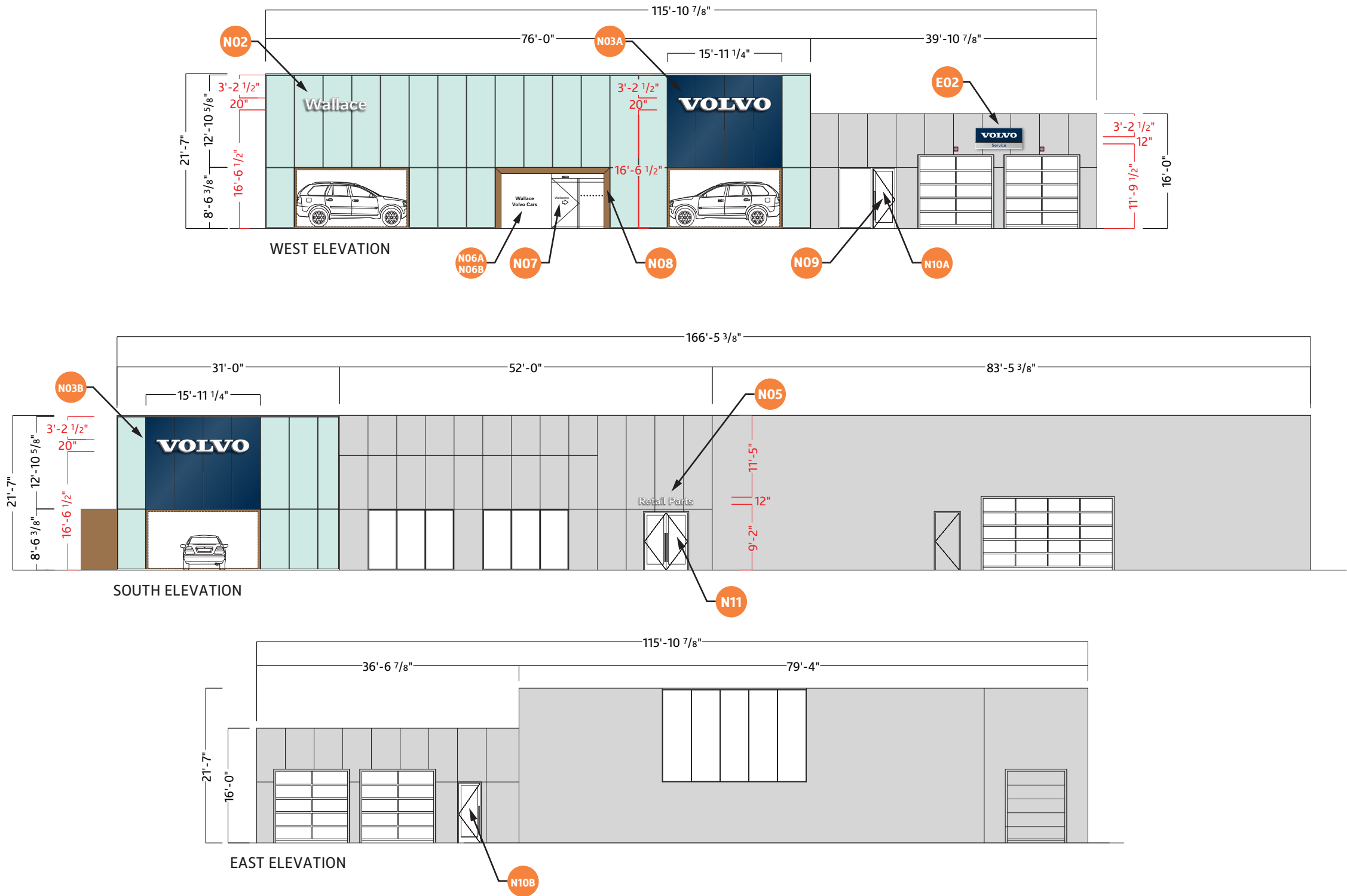
WALLACE VOLVO CARS

DATE: 03/31/22



ELEVATIONS

*ALL 20" GLASS SIGNAGE SHOULD BE 38 1/2" FROM ROOF LINE TO TOP OF SIGN



LOCATION: WALLACE VOLVO CARS
2655 SE FEDERAL HWY.
STUART, FL 34994

SITE ID: 7293

SCALE: 1/16 = 1'-0"

DRAWN BY: J. W.

AGI REP: RACHEL BECK

DATE: 11/01/21

DATE REVISED: 03/31/22

APPROVED BY:

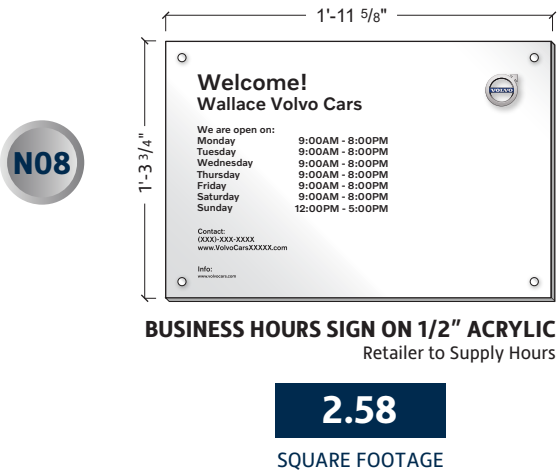
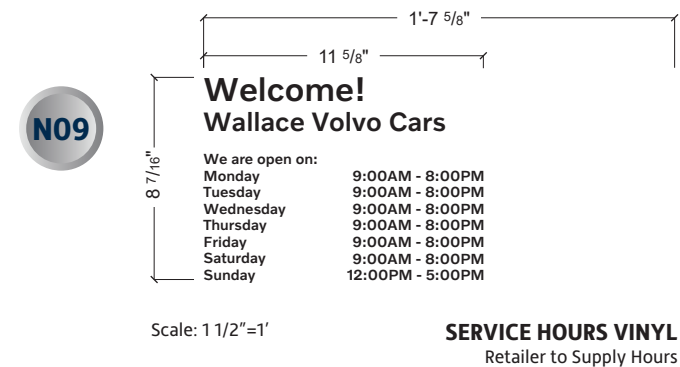
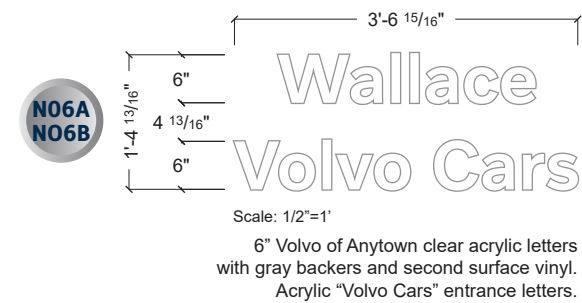
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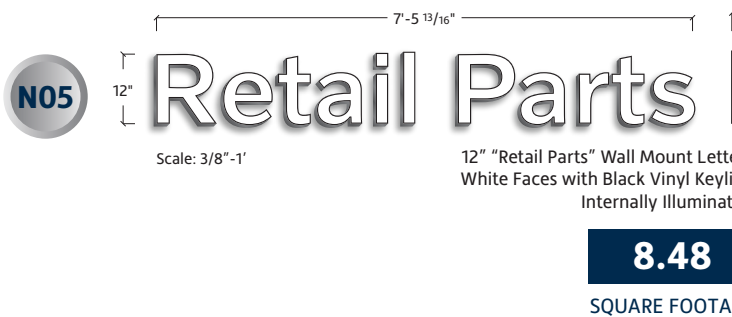
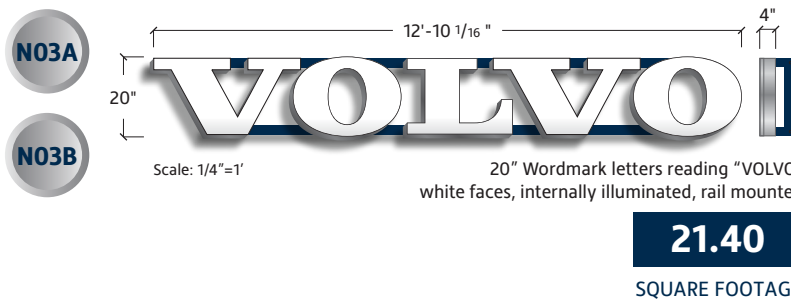
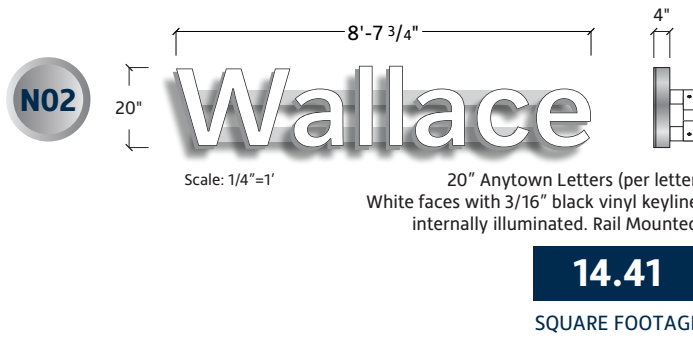
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www.AGI.net



- DEALER TO PROVIDE 120 VOLT, 20 AMP DEDICATED CIRCUIT TO EACH ILLUMINATED SIGN. LARGER SETS MAY REQUIRE ADDITIONAL CIRCUITS.
- DEALER TO PROVIDE BEHIND-THE-WALL ACCESS FOR INSTALLATION AND STRUCTURAL SUPPORT FOR SIGNS.
- DEALER IS RESPONSIBLE FOR COVERING SIGNAGE MOUNTING/WIRES/TRANSFORMERS IF THEY ARE VISIBLE ON THE INSIDE OF THE BUILDING.
- COPY ON AND PLACEMENT OF SIGNS TO BE VERIFIED BY DEALER.
- DEALER TO SUPPLY NOTES ABOVE TO GC, ARCHITECT, AND OTHER CONSTRUCTION TEAM MEMBERS.
- DEALER TO ADVISE AGI OF ANY SUBSEQUENT CHANGES TO DRAWINGS AND SUPPLY NEW DRAWINGS, AS APPLICABLE.
- SIGNS MAY REQUIRE A VARIANCE.



WALL SIGNS



LOCATION: WALLACE VOLVO CARS
2655 SE FEDERAL HWY.
STUART, FL 34994

SITE ID: 7293

SCALE: VARIES

DRAWN BY: J. W.

AGI REP: RACHEL BECK

DATE: 11/01/21

DATE REVISED: 03/31/22

APPROVED BY:

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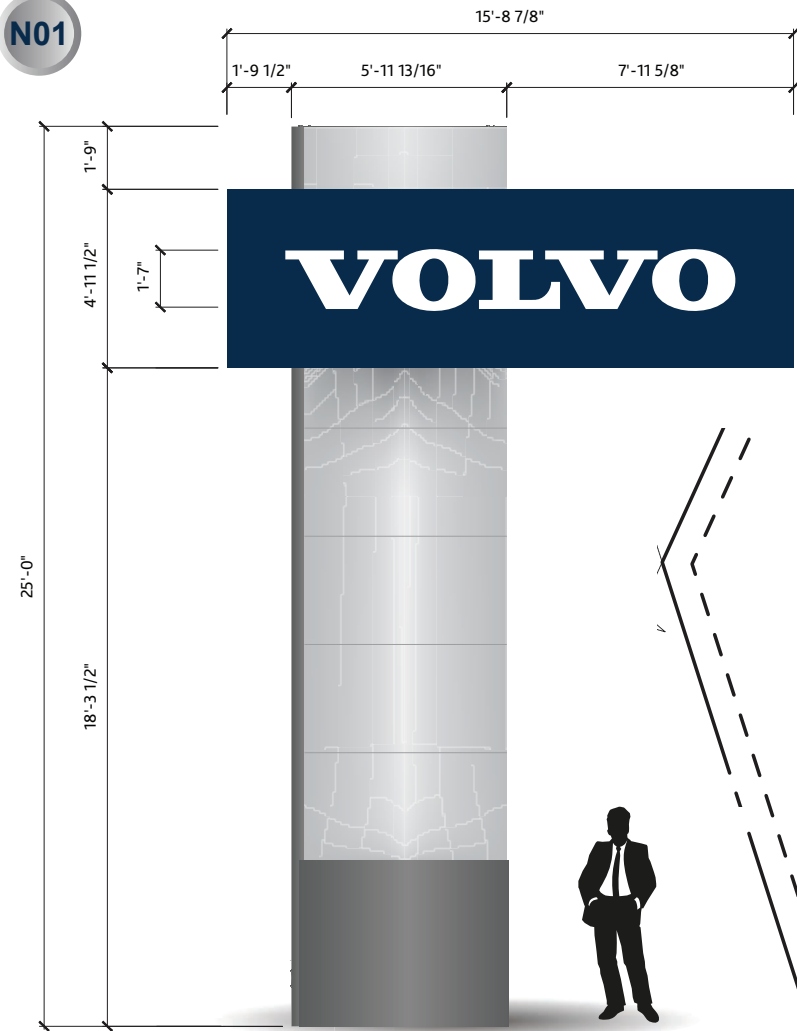
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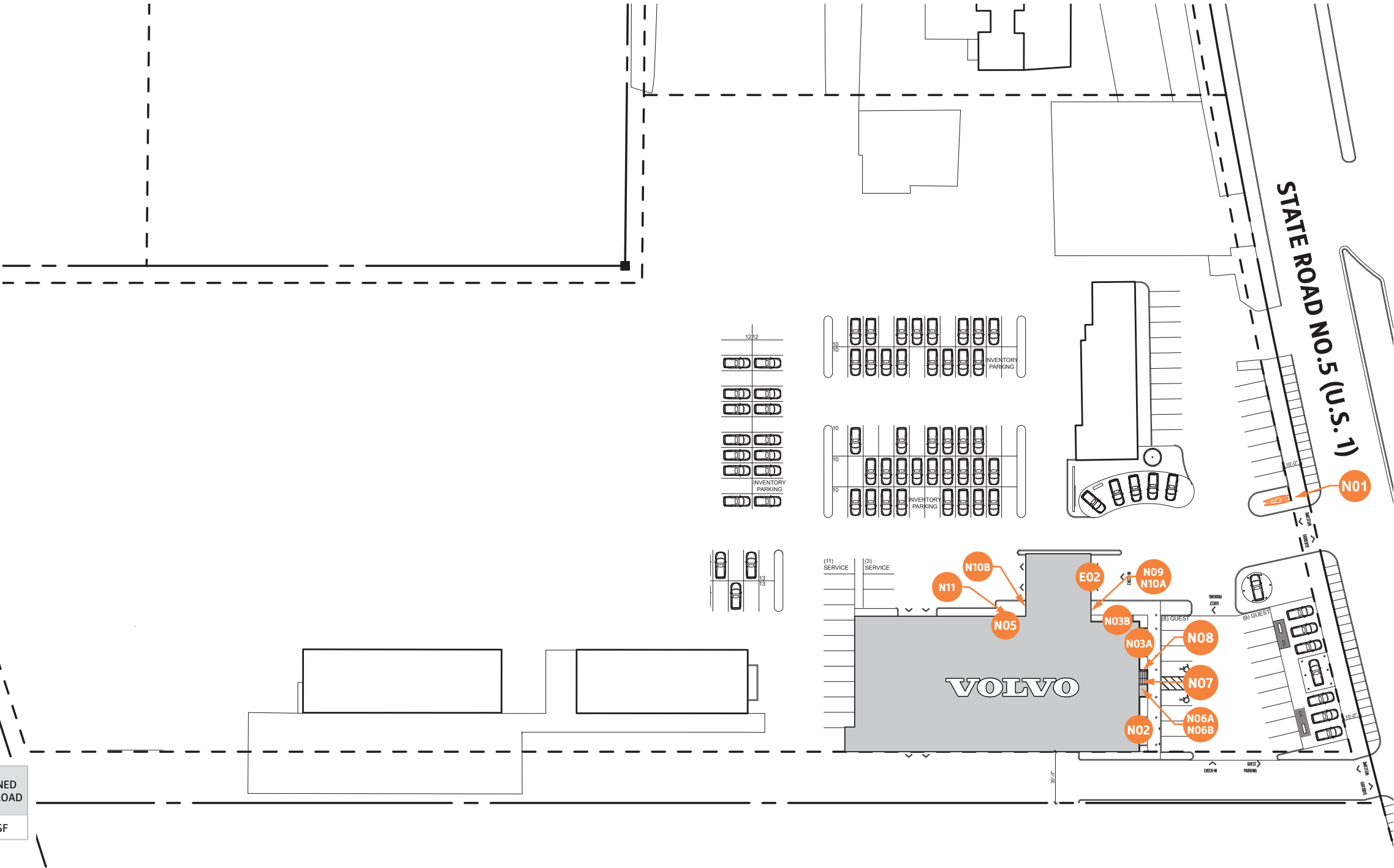
SITE PLAN

N01



78.04 7500 PRIMARY ID VOLVO PYLON @ 25 O.A.H.
Push-through acrylic letters, internally illuminated.
SCALE: 3/16" = 1'

MODEL NUMBER	SIGN DIMENSIONS			HT. FROM SIGN TO GRADE	O.A.H. OF SIGN	ELECTRICAL TOTAL AMPS	DESIGNED WIND LOAD
	HEIGHT	LENGTH	SQ. FT.				
7500	4'-11 1/2"	15'-8 7/8"	78.04	18'-3 1/2"	25'	8.1	30 PSF



LOCATION: WALLACE VOLVO CARS
2655 SE FEDERAL HWY.
STUART, FL 34994

APPROVED BY:

SITE ID: 7293

SCALE: VARIES

DRAWN BY: J. W.

AGI REP: RACHEL BECK

DATE: 11/01/21

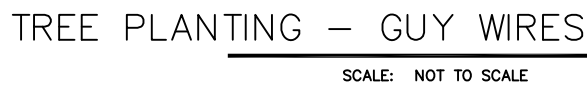
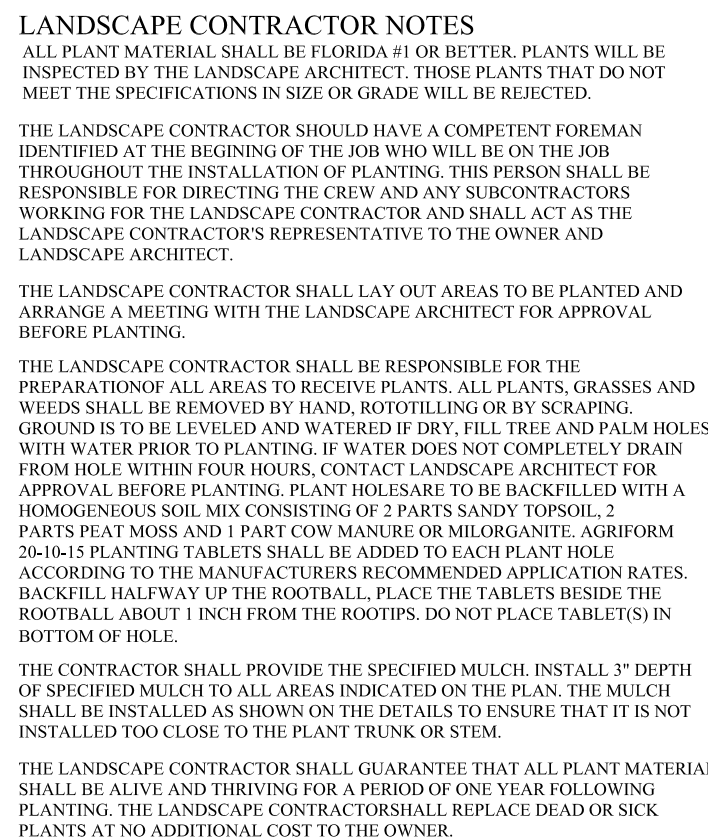
DATE REVISED: 03/31/22

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TREES & PALMS				
(* indicates native tree)				
Code Name	Quantity	Scientific Name	Common Name	Planting Size
ED	21	ELEOCHARIS DECIPIENS	JAPANESE BLUEBERRY	12' X 4', 4' CT ≥ 1/2"DBH
QV	30	QUERCUS VIRGINIANA	LIVE OAK	12' X 5', 4' CT ≥ 1/2"DBH
PS	4	PHOENIX SYLVESTERIS	SYLVESTER PALM	18' X 14', 8' CT ≥ 1/2"DBH
WB	45	WODYETIA BIFURCATA	FOXTAIL PALM	16' X 10', 6' CT ≥ 1/2"DBH

SHRUBS & GROUNDCOVERS (* indicates native shrub or ground cover)				
Code Name	Quantity	Scientific Name	Common Name	Planting Size
CI	303	CHRYSOBALANUS ICACD	RED TRPPED COCOPLUM	24" X 20" #3, 30" OC
ED	14	ELEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	8" CONE #25, 4" OC
ING	85	IXORA NDRA GRANT	NDRA GRANT IXORA	24" X 20" #3, 30" OC
PM	229	PODOCARPUS MAKI	PODOCARPUS MAKI	24" X 18" #3, 28" OC
SA	69	SCHEFFLERA ARBORCOLA	GREEN SCHEFFLERA	24" X 20" #3, 30" OC
TAV	895	TRACHELOSPERMUM ASIATICUM VARIGATUM	VARIGATED ASIATIC JASMINE	4" X 6" #1, 12" OC

OTHER MATERIALS		
MULCH	92	CU. YDS. ENVIRO MULCH (EST.)
SOD	3500	SQ. FT. BAHIA SOD (EST.)



TRAFFIC ANALYSIS

FOR

WALLACE VOLVO

Prepared for:

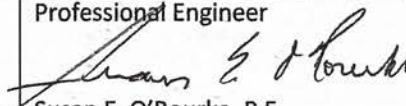
**Mr. Lee Smith – Wallace Auto Group
c/o C. Calvert Montgomery & Associates, Inc.
959 SE Federal Highway
Stuart, FL 34994**

Prepared by:

**O'Rourke Engineering & Planning
22 SE Seminole Street
Stuart, FL 34994
(772) 781-7918**

June 15, 2022

MR22043.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole St Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 6/15/2022 License #: 42684
---	---



O'ROURKE
ENGINEERING & PLANNING

June 15, 2022

Mr. Scott Montgomery
C. Calvert Montgomery & Associates, Inc.
Civil Engineers
959 S. Federal Hwy.
Stuart, FL 34994

Re: Wallace Volvo

Dear Mr. Montgomery:

O'Rourke Engineering and Planning has completed the analysis of the Volvo dealership to be located north of Luckhardt, on the east side of US 1. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,
O'Rourke Engineering & Planning



Susan E. O'Rourke, P.E.
President

C5 – Report – Wallace Volvo Traffic Analysis 6.15.2022

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PROJECT TRAFFIC	3
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APPENDICES

APPENDIX A: Site Plan

APPENDIX B: Martin County 2019 Roadway Level of Service Inventory Report

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed Wallace Volvo to be located east of US-1 and north of Miami Avenue in the City of Stuart, Florida. **Appendix A** includes the site plan. The purpose of this report is to determine the project's impact on the surrounding roadway system. This report follows the procedures outlined in the County Ordinance Article 5.

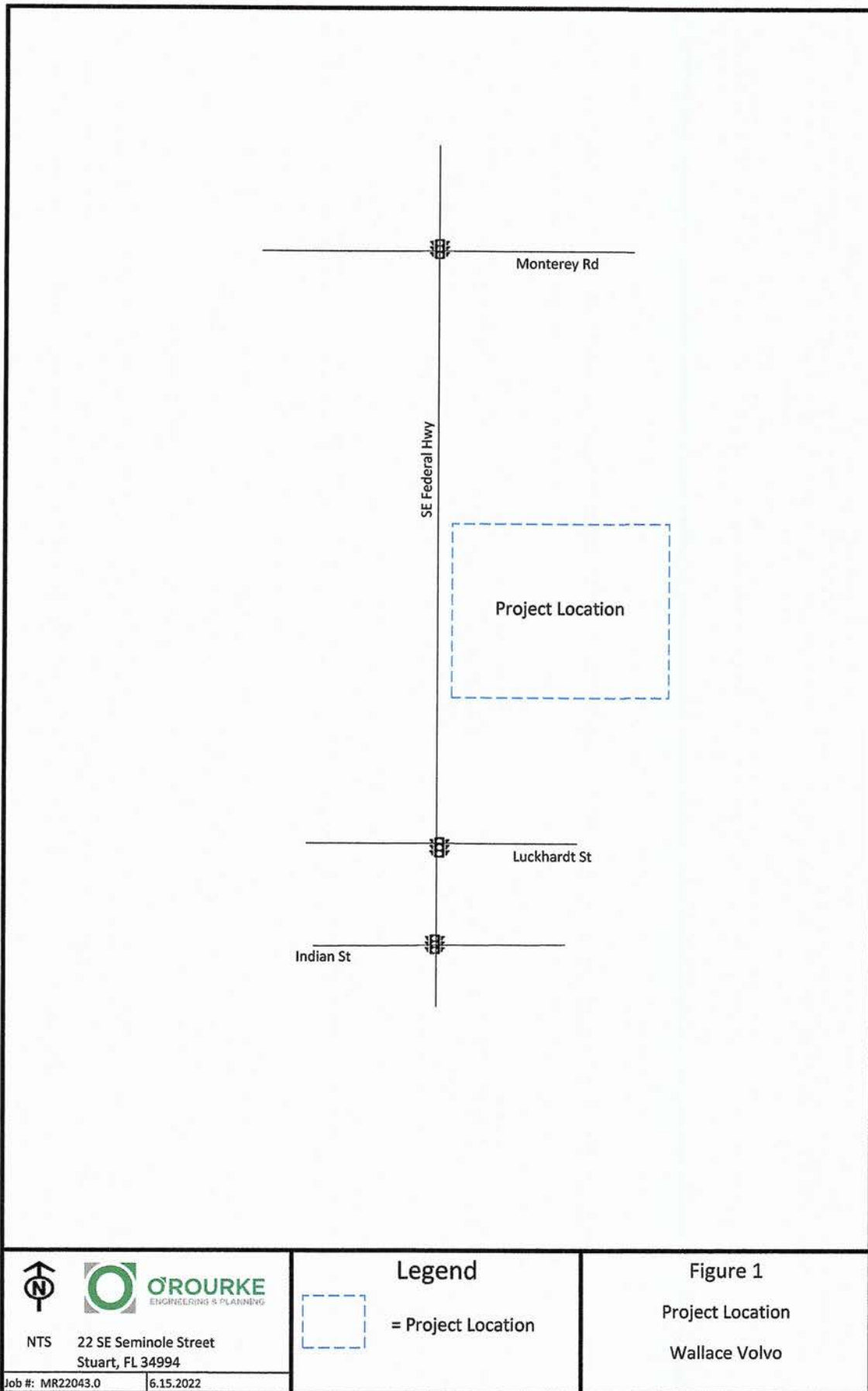
In order to make the determination that the project complies with City of Stuart concurrency guidelines, the following analytical steps were taken:

- ♦summary of the project,
- ♦summary of existing lane geometrics,
- ♦summary of maximum allowable service volumes,
- ♦assessment of project traffic,
- ♦determination of study area
- ♦summary of cumulative traffic volumes
- ♦comparison of volumes to allowable levels of service

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed project will consist of removing 4,920 square feet of building area, keeping 11,176 square feet and adding 15,047 square feet for the new Volvo dealership/service center. The project will utilize the three existing driveways for the new site plan. A project buildout of 2024 was applied to the analysis. The project location is shown in **Figure 1**.



ROADWAY CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 2% of the level of service capacity of the roadway. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics

The study area was reviewed to determine the existing number and type of lanes and the traffic control along the roadway. Each roadway is described below.

Federal Highway is a class I six-lane divided major arterial with a north/south alignment.

SE Salerno Road is a class II two-lane undivided minor arterial with an east/west alignment.

SE Dixie Highway is a four-lane divided minor arterial.

Monterey Road is a four-lane divided major arterial.

PROJECT TRAFFIC

To estimate traffic generated by the project, the ITE Trip Generation, 11th Edition auto trip rates and general office were applied to the proposed square footages. These calculations provide an estimate of the typical generation. The trip generation for the proposed project at buildout is shown in **Table 1**.

The project will generate 16 net new AM peak hour trips with 12 trips entering the project and 4 trips exiting the project. The PM peak hour will have 16 net new trips with 7 entering and 9 exiting.

PROJECT DISTRIBUTION / ASSIGNMENT/ IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Assignment -- This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2** for the buildout.

Project Impact -- **Table 2** summarizes the project impact as it related to the percent of the service volume capacity or maximum allowable service volume for the project. As shown, there are no links with a 2% or greater impact.

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		Pass-by Trips		Net New Trips	
					In	Out	In	Out	In	Out	In	Out
Existing Automobile Sales - to be removed	840	4,920	Sft	(T) = 27.06(X)	50%	50%	67	66	10	10	20	15.0%
Existing Automobile Sales - to remain	840	11,176	Sft	(T) = 27.06(X)	50%	50%	151	151	23	22	45	15.0%
Proposed Automobile Sales - to be added	840	15,047	Sft	(T) = 27.06(X)	50%	50%	204	203	31	30	61	15.0%
Total Auto Sales							355	354	709	54	52	106
Net Impact							288	288	576	44	42	86

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		Pass-by Trips		Net New Trips	
					In	Out	In	Out	In	Out	In	Out
Existing Automobile Sales - to be removed	840	4,920	Sft	(T) = 1.86(X)	73%	27%	7	2	9	1	1	15.0%
Existing Automobile Sales - to remain	840	11,176	Sft	(T) = 1.86(X)	73%	27%	15	6	21	2	1	3
Proposed Automobile Sales - to be added	840	15,047	Sft	(T) = 1.86(X)	73%	27%	20	8	28	2	2	4
Total Auto Sales							42	16	58	3	1	4
Net Impact							13	6	19	3	6	

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		Pass-by Trips		Net New Trips	
					In	Out	In	Out	In	Out	In	Out
Existing Automobile Sales - to be removed	840	4,920	Sft	(T) = 1.81(X) + 20.91	40%	60%	12	18	30	2	3	5
Existing Automobile Sales - to remain	840	11,176	Sft	(T) = 1.81(X) + 20.91	40%	60%	16	25	41	2	4	6
Proposed Automobile Sales - to be added	840	15,047	Sft	(T) = 1.81(X) + 20.91	40%	60%	19	29	48	2	5	7
Total Auto Sales							28	43	71	4	7	11
Net Impact							7	11	18	2	6	8

Source: ITE 11th Edition Trip Generation Rates

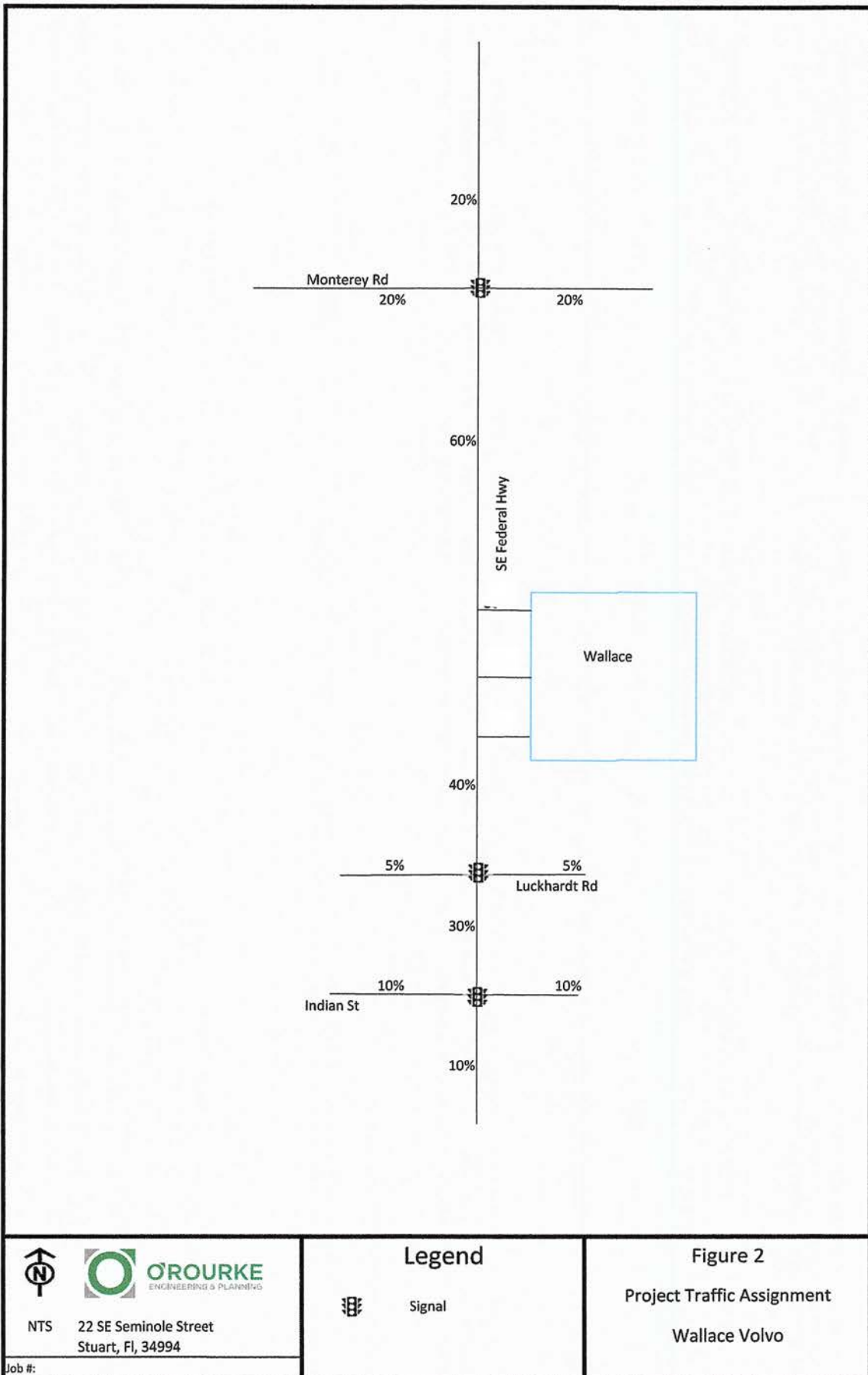


Table 2: Project Impact Percentages

Road name	From	To	Type	2% or Greater	LOS D Peak Hour Peak Direction	Project Volume - Peak Direction	% Project of Capacity - Peak Direction	Percent Assignment Peak Direction
Monterey Rd	Monterey Ext.	US-1	Class II: 2-Ln divided	no	2000	2	0.12%	20%
	US-1	Dixie	Class II: 2-Ln Undivided	no	1630	2	0.15%	20%
US-1	Salerno Rd	Monroe St	Class I: 6-Ln Divided	no	3020	4	0.12%	30%
	Monroe St	Indian St	Class I: 6-Ln Divided	no	3020	7	0.24%	60%
	Indian St	SR-714	Class I: 6-Ln Divided	no	3020	2	0.08%	20%
Indian St	Willoughby	US-1	Class I: 4-Ln Divided	no	2000	2	0.12%	20%
	US-1	Commerce Ave	Class I: 4-Ln Divided	no	2000	2	0.12%	20%

Trips In: 12

Table 3: Link Analysis - 2024

Road Name	From	To	Type	2% or Greater	2019 Peak Hour Directional Volume	Growth Rate	2024 Volume (2019 x growth/year)	Generalized Service Capacity	Project Volume - Peak Direction	Total Traffic	% Project of Capacity Peak Direction	Does Project Meet Concurrency ?	Percent Assignment Peak Direction
US-1	Monroe St	Indian St	Class I: 6-Ln Divided	No	1,859	1.005	1,906	3,020	1	1,907	0.33%	Yes	10%
	Indian St	Monterey	Class I: 6-Ln Divided	No	2,267	1.005	2,324	3,020	7	2,331	0.20%	Yes	60%

12
5
Project Trips
Years grown

FUTURE TRAFFIC / CONCURRENCY REVIEW

Since no links have a 2% or greater impact, the first directly accessed link of SE Federal Highway was analyzed. Wallace Volvo is estimated to be completed by 2024. To estimate 2024 volumes, 2019 peak hour volumes from the Martin County 2019 Roadway Level of Service Inventory Report were used. Growth rates from that same report were used to grow the traffic to 2024. The project traffic was then added to the grown volumes to estimate the 2024 future Total Traffic volumes. **Table 3** summarizes the results. As shown, SE Federal Highway will operate at an acceptable Level of Service at project buildout.

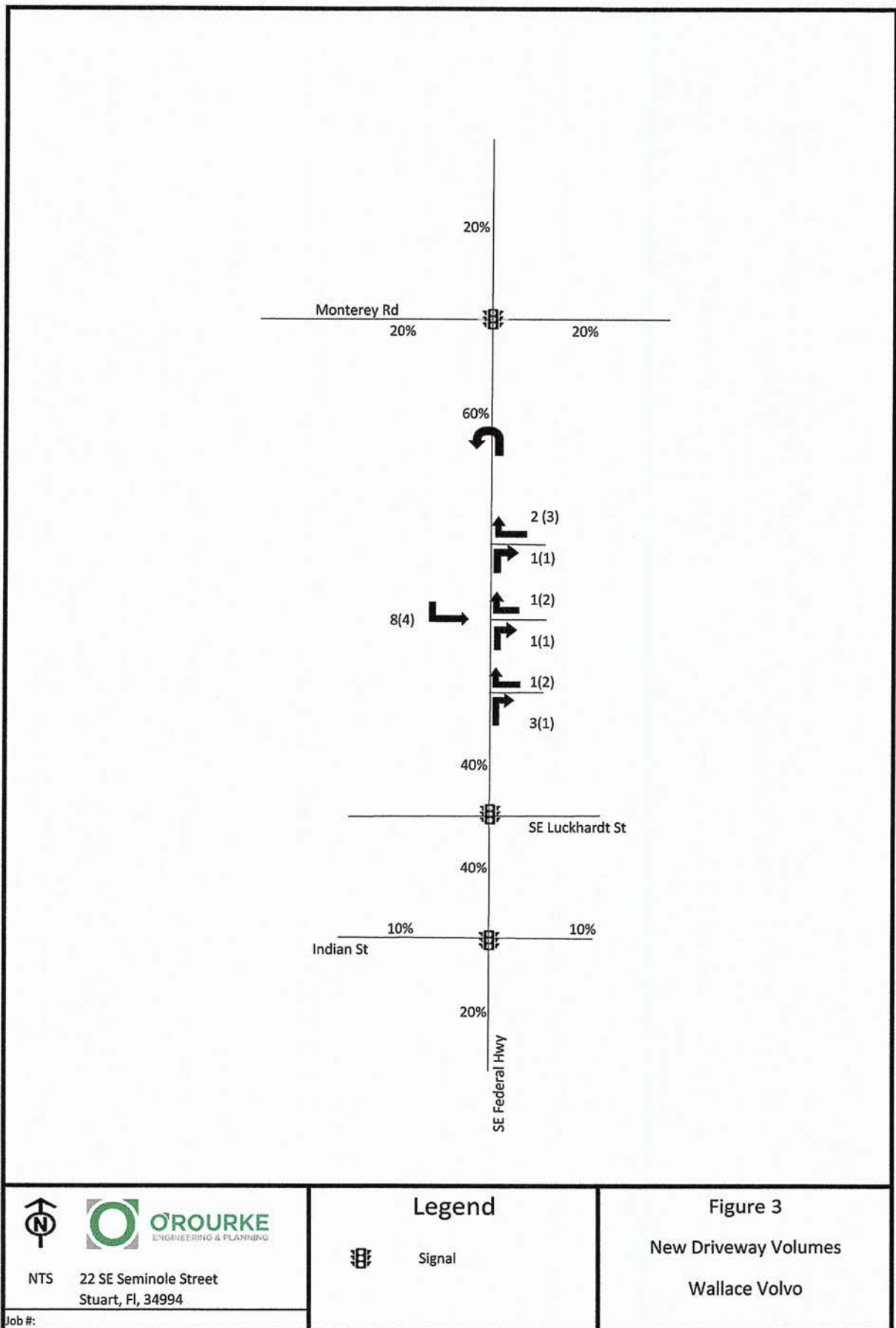
Appendix B provides the Martin County 2019 Roadway Level of Service Inventory Report.

DRIVEWAY VOLUMES

The project traffic volumes are illustrated in **Figure 3**. As shown, the project volumes are very low and will not meet industry thresholds to require turn lanes.

CONCLUSION

Wallace Volvo will have a traffic impact of 16 net new AM and PM peak hour trips. These trips will not cause levels of service to fall below acceptable levels in the future. Based on the data and calculations presented herein, the project does not require additional analysis and is deemed to be consistent with transportation concurrency requirements.



APPENDIX A

SITE PLAN

APPENDIX B

**MARTIN COUNTY 2019 ROADWAY LEVEL OF SERVICE
INVENTORY REPORT**

Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Goldenrod Rd	SR-732	SR-5	Class II: 2-Ln Undivided	750	6,877	402	D	1.9%
Goldenrod Rd	SR-5	Westmoreland Blvd	Class II: 2-Ln Undivided	750	4,635	295	C	3.0%
Gomez Ave	CR-708	Crossrip St	Class II: 2-Ln Undivided	750	3,732	199	C	1.4%
Gomez Ave	Crossrip St	Osprey St	Class II: 2-Ln Undivided	750	1,065	61	C	0.5%
Green River Parkway	Dixie Hwy	Baker Rd	Class II: 2-Ln Undivided	750	6,833	351	C	3.1%
Green River Parkway	Baker Rd	SR-732	Class I: 2-Ln Undivided	880	8,341	596	C	4.3%
Green River Parkway	SR-732	St. Lucie County	2-Ln Uninter /Undivided Flow	1190	8,667	576	C	1.8%
Horseshoe Point Rd	CR-A1A	Kubin Ave	2-Ln Undivided Non-State	675	5,647	285	C	0.5%
Indian St	SR-76	Willoughby Blvd	Class I: 4-Ln Divided	2000	29,306	1,729	C	4.7%
Indian St	Willoughby Blvd	SR-5	Class I: 4-Ln Divided	2000	27,852	1,236	C	2.8%
Indian St	SR-5	Commerce Ave	Class I: 4-Ln Divided	2000	22,368	995	C	0.5%
Indian St	Commerce Ave	CR-A1A	Class I: 4-Ln Divided	2000	25,515	1,199	C	2.5%
Indian St	CR-A1A	St Lucie Blvd	2-Ln Undivided Non-State	675	7,051	346	D	1.1%
Indian River Dr	Palmer St	CR-707	Class II: 2-Ln Undivided	750	7,509	374	D	3.7%
Island Way	Palm Beach County	Jupiter Road	Transitional 2-Ln Uninter /Undivided Flow	1200	4,493	302	A/B	3.4%
Island Way	Jupiter Road	Country Club Dr	Class II: 2-Ln Undivided	750	4,855	213	C	0.5%
Jack James Rd	SR-76	Blue Water Wy	Class II: 2-Ln Undivided	750	3,132	294	C	0.5%
Lares St	CR-708	CR-A1A	2-Ln Undivided Non-State	675	3,349	235	C	0.6%
Little Club Wy	Country Club Dr	Wooden Bridge Wy	2-Ln Undivided Non-State	675	2,273	103	C	0.5%
Locks Rd	Canal St	SR-76	2-Ln Undivided Non-State	675	3,667	232	C	2.0%
MacArthur Blvd	Sailfish Point	SR-A1A	2-Ln Undivided Non-State	675	5,989	368	D	6.8%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/5B) and Murphy Rd (PM/NB).

Martin County 2019 Roadway Level of Service Inventory Report

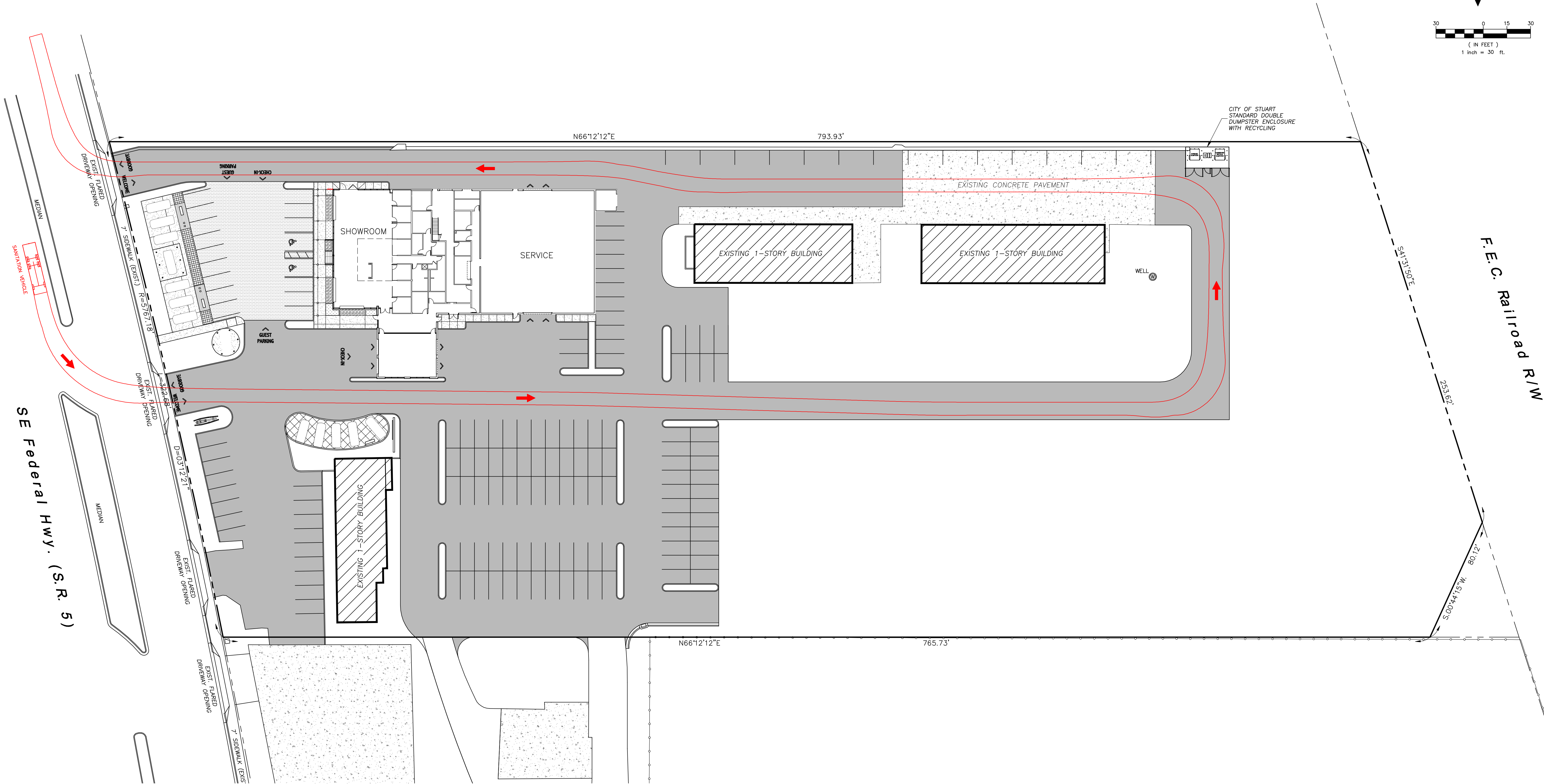
Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Mapp Rd	South End	CR-714	Class II: 2-Ln Undivided	750	5,236	249	C	0.5%
Mapp Rd	CR-714	SR-714	Class II: 2-Ln Undivided	750	11,668	557	D	0.5%
Mapp Rd	SR-714	Matheson Ave	Class II: 2-Ln Undivided	750	5,278	301	C	0.5%
Mapp Rd	Matheson Ave	North End	Class II: 2-Ln Undivided	750	7,320	314	C	0.7%
Market Pl	SR-5	Commerce Ave	Class II: 2-Ln Divided	790	4,589	254	C	0.6%
Matheson Ave	SR-714	Mapp Rd	Class II: 2-Ln Undivided	750	5,845	324	C	0.5%
Monroe St	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	1,874	161	C	3.0%
Murphy Rd	Mapp Rd	High Meadow Ave	Class II: 2-Ln Undivided	750	6,712	375	D	4.5%
Murphy Rd	High Meadow Ave	St Lucie County	Class II: 2-Ln Undivided	750	9,721	908	F	3.3%
Ocean Blvd	Flagler Ave	Palm Beach Rd	Class II: 2-Ln Divided	790	10,107	565	D	0.5%
Ocean Blvd	Palm Beach Rd	SR-714	4-Ln Divided Non-State	1465	12,415	652	C	0.5%
Osprey St	SR-5	CR-A1A	Class II: 2-Ln Undivided	750	5,203	216	C	2.3%
Osprey St	CR-A1A	Gomez Ave	Class II: 2-Ln Undivided	750	1,926	118	C	0.5%
Palm Beach Rd	SR-714	Ocean Blvd	2-Ln Divided Non-State	710	8,894	426	D	0.5%
Palm City Rd	SR-714	SR-5	Class II: 2-Ln Undivided	750	7,832	419	D	3.8%
Palmer St	CR-707	Indian River Dr	Class II: 2-Ln Undivided	750	3,111	213	C	3.8%
Pineapple Wy	CR-707A(Jensen Beach Blvd.)	SR-732	Class II: 2-Ln Undivided	750	11,820	614	D	3.9%
Pomeroy St	SR-76	Willoughby Blvd	Class II: 2-Ln Divided	790	8,781	479	D	0.5%
Pomeroy St	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	8,687	466	D	2.3%
Salerno Rd	SR-76	Willoughby Blvd	Class I: 2-Ln Undivided	880	7,831	429	C	1.5%
Salerno Rd	Willoughby Blvd	SR-5	Class II: 2-Ln Divided	790	9,509	524	D	1.1%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

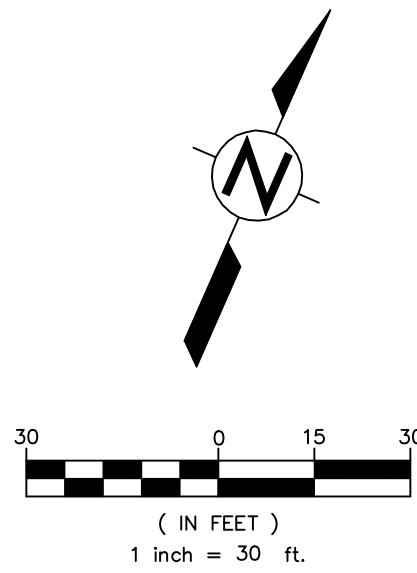
Martin County 2019 Roadway Level of Service Inventory Report

Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
Salerno Rd	SR-5	Commerce Ave	Class II: 2-Ln Undivided	750	9,794	440	D	8.0%
Salerno Rd	Commerce Ave	CR-A1A	Class II: 2-Ln Undivided	750	7,955	346	C	0.5%
Seabranh Blvd	Doubletree Dr	SR-5	Class I: 4-Ln Divided	2000	6,693	335	C	0.5%
Sewalls Pl Rd	SR-A1A	Palmer St	2-Ln Undivided Non-State	675	9,496	470	D	3.0%
Skyline Dr	CR-707A	CR-707	2-Ln Undivided Non-State	675	1,634	84	C	0.5%
SR-5 (US-1)	Palm Beach County	CR-A1A	Transitional 4-Ln Uninter /Divided Flow	3110	20,848	1,062	A/B	1.9%
SR-5 (US-1)	CR-A1A	CR-708	Class I: 4-Ln Divided	2000	17,201	1,001	C	3.1%
SR-5 (US-1)	CR-708	Osprey St	Class I: 4-Ln Divided	2000	24,807	1,670	C	2.2%
SR-5 (US-1)	Osprey St	Seabranh Blvd	Class I: 4-Ln Divided	2000	23,579	1,046	C	0.6%
SR-5 (US-1)	Seabranh Blvd	Cove Rd	Class I: 6-Ln Divided	3020	30,507	1,426	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	32,412	1,433	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	Class I: 6-Ln Divided	3020	40,491	1,673	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	Class I: 6-Ln Divided	3020	37,491	1,859	C	0.5%
SR-5 (US-1)	Indian St	SR-714	Class I: 6-Ln Divided	3020	45,498	2,267	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	Class I: 6-Ln Divided	3020	37,271	1,822	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	Class I: 6-Ln Divided	3020	32,616	1,625	C	0.5%
SR-5 (US-1)	SR-76	Palm City Rd	Class II: 6-Ln Divided	2520	47,483	1,986	D	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	Class II: 6-Ln Divided	2520	54,897	2,473	D	0.5%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	Class I: 6-Ln Divided	3020	59,873	2,874	C	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	Class I: 6-Ln Divided	3020	52,644	2,491	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	Class I: 6-Ln Divided	3020	51,826	2,481	C	0.5%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/5B) and Murphy Rd (PM/NB).



SANITATION TRUCK MANEUVERING PLAN (AUTOTURN)



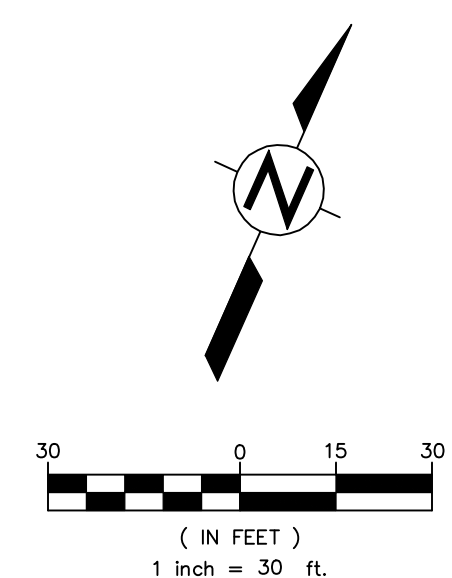
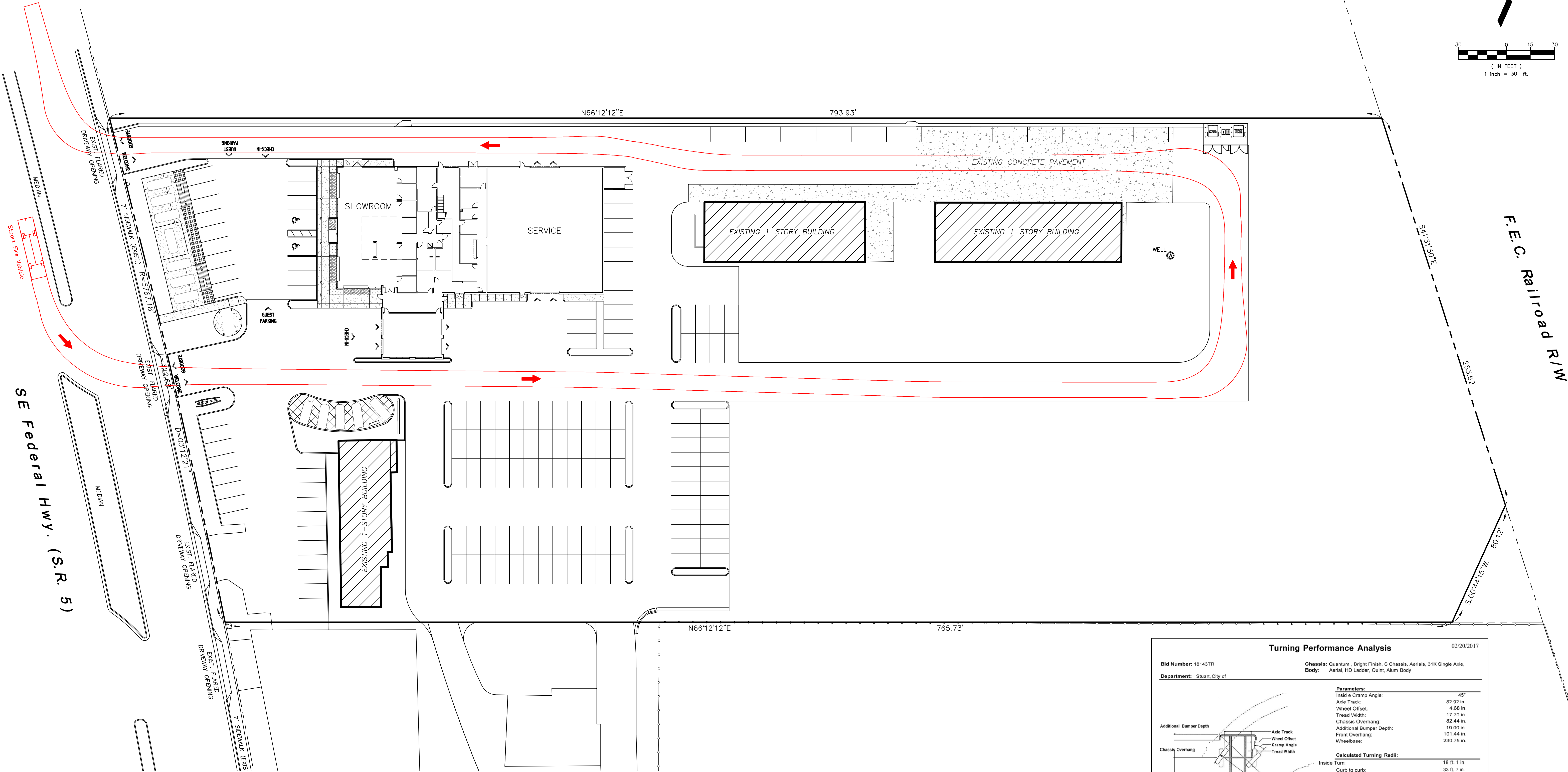
C. CALVERT MONTGOMERY & ASSOCIATES, INC.
Engineers-Surveyors (LB & C.A. 0000160)
P.O. BOX 92...959 S. FEDERAL HWY....STUART, FLORIDA 34995
TEL: (772) 287-3636 FAX: (772) 220-0580

NO. REVISION	DATE
DESIGNED BY:	DATE: 12.22.21
DRAWN BY:	SCALE: 1"=30'

SANITATION TRUCK MANEUVERING PLAN

SITE REDEVELOPMENT PLANS FOR
WALLACE VOLVO
STUART, FLORIDA

ENGINEER'S SEAL:	PROJECT NO.
SCOTT T. MONTGOMERY, P.E. FL REG. No. 45954	1
	OF 1



FIRE TRUCK MANEUVERING PLAN No. 2 (AUTOTURN)

Bid Number: 18143TR

Department: Stuart, City of

Chassis: Quantum - Bright Finish, 6 Chassis, Aerials, 31K Single Axle.

Body: Aerial, HD Ladder, Quint, Alum Body

Parameters:

Inside e Cramp Angle:	45°
Axle Track:	82.62 in
Wheel Offset:	4.68 in
Tread Width:	17.70 in
Chassis Overhang:	82.44 in
Additional Bumper Depth:	19.00 in
Front Overhang:	101.44 in
Wheelbase:	230.75 in

Calculated Turning Radii:

Inside Turn:	18 ft. 1 in.
Curb to curb:	33 ft. 7 in.
Wall to wall:	38 ft. 10 in.

Comments:

Category:	Option:	Description:
Axle, Front, Custom	0018453	Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, DLX/Ent/Qtzm/AXT
Wheels, Front	0019611	Wheels, Frt, Alum, Aloca, 22.50" x 12.25" (425 / 385)
Tires, Front	0001647	Tires, Michelin, 425/65R22.50 20 ply XTE2, Hway Rib
Bumpers	0012245	Bumper, 19" extended - SubVCC
Aerial Devices	0057609	Aerial Device, 750# Tip Load, 75' HAL, Single Axle

Notes:

Actual Inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Overall truck length is 38 feet

Overall truck width is 9.6 feet

ENGINEER'S SEAL:

PROJECT NO.

SCOTT T. MONTGOMERY, P.E.
FL REG. No. 43954

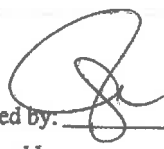
1

OF 1

1



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: 
Reviewed by: _____

Planned Unit Development (PUD) Amendment Application

Project ID# 22010001
(Staff Entry)

Pre-App Conference Date:	Application Date:
--------------------------	-------------------

SITE INFORMATION

Project Name: Wallace Auto	Parcel ID#: 15-38-41-000-000-00200-0;
Site Address: 2675 S.E. Federal Highway, Stuart, FL	15-38-41-000-000-00211-0; (15-38-41-000-000-00210-8)
Subdivision: N/A	Lot(s): (See Legal Description, Exhibit "A" attached)
Site Acreage: 5.78 Acres	Flood Zone "X" / Base Flood Elevation: N/A
Existing Zoning District / CRA Subdistrict (if applicable): CPUD	
Proposed Zoning District / CRA Subdistrict (if applicable): CPUD	
Current Comprehensive Plan Future Land Use Designation: Commercial	
Proposed Comprehensive Plan Future Land Use Designation: Commercial	
Existing Land Use: Automobile Sales & Service	Proposed Land Use: Automobile Sales & Service
Proposed Square Footage: 9,656 s.f. Increase	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: Wallace J 2755 SE Federal Highway, LLC	ph. 772-872-0011 / leesmith@wallaceautogroup.net
Property Owner's Mailing Address: 3801 S.E. Federal Hwy, Stuart, FL 34997	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Scott Montgomery	ph. 772-287-3636 / scott@ccmaengineers.com
Agent's Mailing Address: P.O. Box 92, Stuart, FL 34995	
Architect: Hal Herndon & Associates	Engineer: C. Calvert Montgomery & Associates, Inc.
Planner:	Landscape Architect:

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Application Requirements

Fees:

- ☒ Major PUD Amendment - \$3,195.00; or
- ☐ Minor PUD Amendment: \$2,130.00; or
- ☐ PUD Agreement Amendment (text change only): \$1,065.00

(This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)

A Major Planned Unit Development Amendment is one which shall include any one of the following;

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) *(The data requirements for a site plan and a concept plan are available at the Development Department)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Justification: Written justification supporting the application and demonstrating how the application remains:

- (a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
- (b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared William L. Wallace

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a PUD Amendment in the City of Stuart, FL.
3. That he/she has appointed Lee Smith to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Wallace I 2755 SE Federal Highway, LLC

[Signature]
Signature of Owner:

3801 SE Federal Hwy.

Street Address

P.O. Box

772-872-0010

Telephone Number

billwallace@wallaceautgroup.net

Email Address:

William L. Wallace, President

By: Name/Title

Stuart, FL 34997

City, State, Zip Code

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Martin

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

13th day of December, 2021 By William L. Wallace

Personally Known OR Produced Identification

Type of Identification Produced:

[Signature]
Notary Public

My Commission expires:

6/2/2022



Amy Jo Vanilla
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG213458
Expires 6/2/2022

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: William L. Wallace
Title: President
Company: Wallace Automotive Group
Company Address: 3801 SE Federal Hwy., Stuart, FL 34997

City/State/Zip Code: Stuart, FL 34997
Telephone Number: 772-872-0010
Facsimile Number:
Email Address (optional):

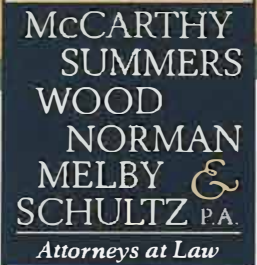
I hereby certify that all information contained herein is true and correct.

1. Signed this 13th day of December, 2021.



Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

September 30, 2022



VIA E-MAIL: blandry@ci.stuart.fl.us
and Hand-Delivery

Bonnie C. Landry, AICP
615 St. Lucie Crescent
Suite 201
Stuart, FL 34994

Re: **Wallace Volvo – 2675 S.E. Federal Highway, Stuart, FL**
Request to Consider a Major PUD Amendment Request

Dear Bonnie,

Enclosed please find the Original Affidavit Attesting to Notification with regard to the above-referenced request.

Very truly yours,

A handwritten signature in blue ink that reads "Donna Botts". The signature is fluid and cursive.

Donna Botts, FRP
dab@mccarthysummers.com
Paralegal to: Terence P. McCarthy, Esquire

/s

Enclosure

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood
Jessica M. VanValkenburgh

Donna R. McMillan
Christen Spake
Kimberly A. Ryan
David A. Lewis

**Board Certified
Real Estate Lawyer*

***Board Certified Wills,
Trusts & Estates Lawyer*

****Board Certified
Elder Law Lawyer*

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

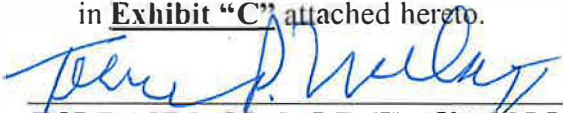
**AFFIDAVIT ATTESTING
TO NOTIFICATION**

Terence P. McCarthy, being first duly sworn, depose(s) and say(s):

1. Affiant is the attorney for **Wallace J 2755 SE Federal Highway, LLC, a Florida limited liability company**, the owner of the following described property which constitutes the location for which notification is required:

Address: 1675 S.E. Federal Highway, Stuart, FL - "(the "Property").

2. That a copy of the notice that was sent by U.S. Mail on September 26, 2022, to the surrounding property owners within 300 feet of the Property is set forth in Exhibit "A" attached hereto (the Notice").
3. The Notice was sent to property owners at their addresses set forth in Exhibit "B" attached hereto.
4. That photographs showing the placement of the notification signs are set forth in Exhibit "C" attached hereto.


TERENCE P. McCARTHY, AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED before me this 27th day of September 2022

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of Sept, 2022, by Terence P. McCarthy, who is ☒ personally known or has ☐ produced _____ as identification.

(Notary Seal)


Notary Public
DONNA BOTTs
Printed Name
My Commission Expires: 12/15/22



EXHIBIT “A”

Copy of Notice to Surrounding Property Owners

Notice to Surrounding Property Owners

Subject: **Public Hearings Before:**
Local Planning Agency and the City Commission

Petitioner: **Wallace Volvo**

Parcel IDs #: 15-38-41-000-000-00200-0; 15-38-41-000-000-00211-0 and
15-38-41-000-000-00210-8

Address of Property: **2675 S.E. Federal Highway, Stuart, FL**

Proposed Request: **Request to consider a Major PUD Amendment Request to
build an automotive showroom, office space and repair bays on
approximately 5.78 acres of land.**

Dear Property Owner:

Please be advised that the City of Stuart will conduct public hearings before the **Local Planning Agency on Thursday, October 13, 2022, at 5:30 p.m.** and the **City Commission on Monday, October 24 at 5:30 p.m.** to consider the above request.

The public hearing(s) will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart and via a Zoom link available prior to the meetings.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the City's Planning Consultant, at (772) 266-9427, M-F 8:30 A.M. – 5:00 P.M.

Sincerely,

Bonnie Landry

Bonnie C. Landry, AICP
Planning Consultant
blandry@ci.stuart.fl.us

Location Map

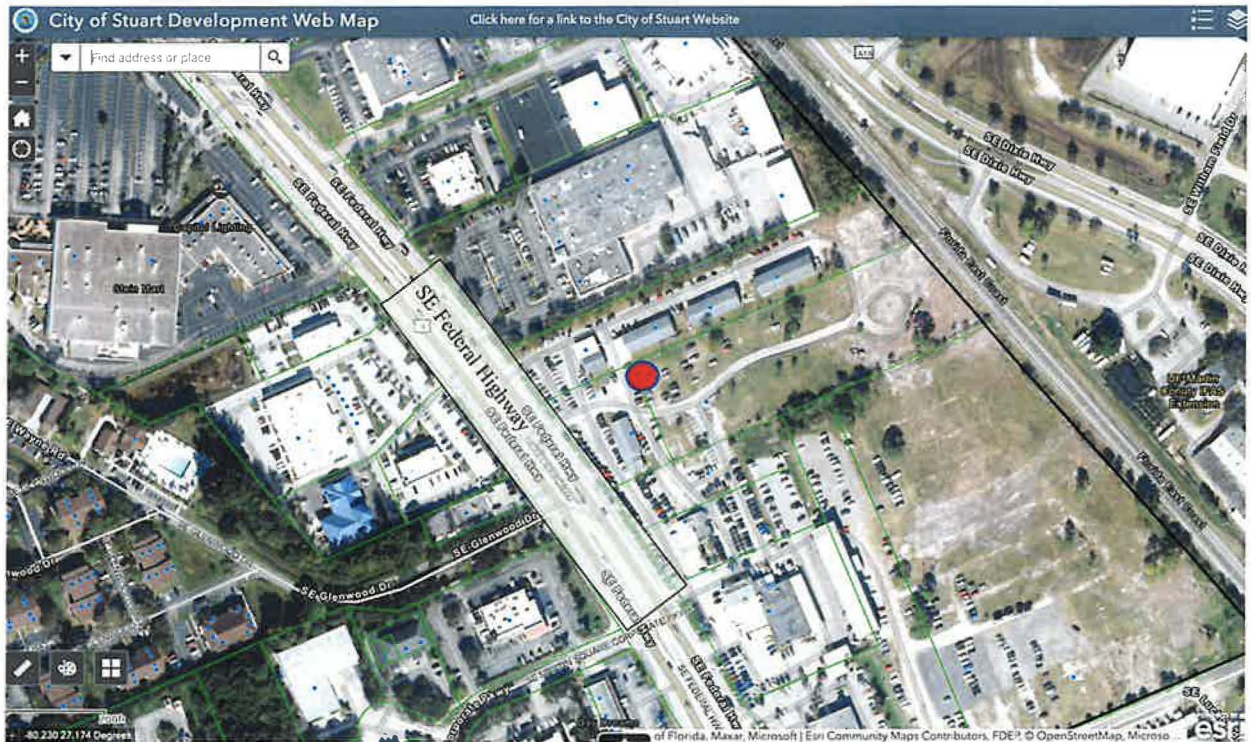


EXHIBIT “B”

List of Surrounding Property Owners



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

September 23, 2022

Ownership Search

Prepared For: McCARTHY. SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ PA.

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 300-foot area surrounding the following described parcel of land:

See Exhibit "A" attached hereto & made a part hereof.

TAX ID: See Exhibit "B" attached hereto
OWNER: & made a part hereof.
ADDRESS:

The apparent property owners of land surrounding the above referenced property are as follows: The list does not include any owners who qualify for confidentiality (See attached).

Iris M. Crews

icrews



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

OWNERSHIP REPORT

SEARCH NO. P22-11799/IC

THE ATTACHED REPORT IS ISSUED TO McCARTHY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ PA. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE AMOUNT PAID FOR THE REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of a 300-foot area surrounding subject property. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership Report and the documents attached hereto.

The land referred to herein is described as follows:
See Exhibit "A" attached hereto & made a part hereof.

PRESTIGE TITLE AGENCY, INC.
736 Colorado Ave. Ste. A
Stuart FL 34994

By: *icrews*

Iris M. Crews



INSTR # 2516452 OR BK 2785 PG 2187 RECD 05/22/2015 11:45:50 AM
(4 Pgs)

CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DDC \$7,000.00, MTG DDC \$0.00, INTANGIBLE \$0.00

SPECIAL WARRANTY DEED

Prepared by:
Brandy L. Mathie
Kerr, Russell and Weber, PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226

Record and return to:
Larry Griffin, Esq.
Haile, Shaw & Pfaffenberger, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, FL 33408

Parcel Identification No.: 15-38-41-000-000-00200.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 18th day of May, 2015 between VW CREDIT, INC., a Delaware Corporation, whose address is 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171 ("Grantor") and E-Z PAY CARS, LLC, a Florida limited liability company, whose post office address is 3801 S.E. Federal Highway, Stuart, Florida 34994 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of One Million 00/100 (\$1,000,000.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its heirs, legal representatives, successors and assigns, all that certain land situate in Martin County, Florida, viz:

See **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO real estate taxes accruing subsequent to December 31, 2014 and covenants, conditions, restrictions and easements of record, and those matters specifically set forth on **Exhibit "B"** attached hereto and made a part hereof, none of which are reimposed hereby, and all applicable zoning ordinances and regulations.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple.

AND Grantor hereby covenants with Grantee and its heirs, legal representatives, successors and assigns that Grantor, at the time of the ensealing and delivery of these presents, is

{34720/5/DT948873.DOC;1}

T5I 60043193

Exhibit <A> (Deed 1)

lawfully seized of said land in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey said land and, subject to the matters excepted herein, hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, though or under the Grantor, but against no others.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and deal the day and year first above written.

Signed, sealed and delivered
in the presence of:

VW Credit, Inc.,
a Delaware corporation

Witness
Name: NDARIEN

By: Christopher Zurick
Name: Christopher Zurick
Title: Real Estate Lending Manager

Witness
Name: [Signature]

STATE OF Virginia

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 13 day of May, 2015, by Christopher Zurick, the Real Estate Lending Manager of VW Credit, Inc., a Delaware corporation, on behalf of the corporation.

Personally known X or produced identification _____

Type of identification produced _____

[Signature]
NOTARY PUBLIC

State of Virginia at Large
Name: Elisabeth Anne Hillman

Commission No.: #7581678

Elisabeth Anne Hillman
Notary Public, Commonwealth of Virginia
My Commission Expires Oct. 31, 2018
#7581678

{34720/5/DT948873.DOC;1}

Exhibit "A" (Deed 1)

Exhibit "A"
Legal Description

Parcel 2-A

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwesterly along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North $66^{\circ}05'27''$ East, a distance of 794.91 feet to the Southwest right of-way line of the Florida East Coast Railway Company; thence South $41^{\circ}53'13''$ East along said right-of-way line a distance of 111.51 feet; thence South $66^{\circ}02'57''$ West along a line parallel to the Northwest line of the Hanson Grant a distance of 802.46 feet to the Point and Place of Beginning.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), run Northwesterly along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 214.43 feet and a chord bearing of North $36^{\circ}09'50''$ West through a central angle of $02^{\circ}07'49''$ an arc length of 214.44 feet to a point on said Easterly right-of-way lying 209.45 feet at right angles to the South boundary of said Hanson Grant; and the Point of Beginning; thence continue along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 110.67 feet and a chord bearing of North $37^{\circ}46'44''$ West through a central angle of $01^{\circ}05'58''$ an arc length of 110.67 feet to a point; thence North $66^{\circ}12'12''$ East along a line parallel and 316.83 feet North of said Hanson Grant line a distance of 795.93 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South $41^{\circ}09'21''$ East along said Westerly right-of-way a distance of 112.51 feet to a point; thence South $66^{\circ}12'12''$ West along a line parallel with the Hanson Grant line a distance of 802.76 feet to the Point and Place of Beginning.

Exhibit "A" (Deed 1)

{34720/5/DT948873.DOC;1}

Exhibit "B"
Title Exceptions

1. Taxes and assessments for the tax year 2015, and subsequent years, that have become a lien against the property but are not yet due and payable.
2. Easement(s) granted to Southern Bell, recorded in OR Book 549, Page 663, of the Public Records of Martin County, Florida.
3. Easement(s) granted to Southern Bell, recorded in OR Book 689, Page 1086, of the Public Records of Martin County, Florida.
4. Easement(s) granted to City of Stuart, recorded in OR Book 931, Page 1236, of the Public Records of Martin County, Florida.
5. Easement(s) granted to Southern Bell, recorded in OR Book 1297, Page 308, of the Public Records of Martin County, Florida.
6. Reciprocal Easement for Ingress and Egress recorded in OR Book 1922, Page 2170.
7. Amended Easement Deed by Court Order in Settlement of Landowner Action between K & D Investments, LLP, a Florida Limited Liability Partnership, for itself and all others similarly situated, Plaintiff, and Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and Wiltel Communications, LLC, Defendants, dated November 30, 2012 and recorded January 17, 2013 in OR Book 2625, Page 199; Easement Deed by Court Order in Settlement of Landowner Action recorded October 16, 2013 in OR Book 2682, Page 1312; Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action dated September 6, 2013 and recorded November 18, 2013 in OR Book 2688, Page 512.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
9. Rights of tenants now in possession of the land under unrecorded leases.
10. Matters as shown on Boundary Survey prepared by Stephen J. Brown, Reg. No. 4049 on behalf of Stephen J. Brown, Inc., dated April 10, 2015, Job No. 1018-02-01, as follows:
 - A. Concrete encroaches into easement.
 - B. Adjoiners Concrete encroaches onto subject property.

Exhibit "A" (Deed 1)

{34720/5/DT948873.DOC;1}



Basic Info

PIN	AIN	Situs Address	Website Updated
15-38-41-000-000-00200-0	27884	2655 SE FEDERAL HWY STUART FL	9/22/22

General Information

Property Owners E-Z PAY CARS LLC	Parcel ID 15-38-41-000-000-00200-0	Use Code/Property Class 2700 - 2700 Auto Sales/Repair
Mailing Address 3801 SE FEDERAL HWY STUART FL 34997	Account Number 27884	Neighborhood 50400 Federal_Indian St
Tax District STUART	Property Address 2655 SE FEDERAL HWY STUART FL	Legal Acres 1.95
	Legal Description NLY 110' OF SLY 330' OF GOV LOT 2 E OF F...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 543,630	\$ 334,530	\$ 878,160	\$ 0	\$ 878,160	\$ 0	\$ 878,160

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 5/18/15	Grantor (Seller) VW CREDIT INC	Doc Num 2516452
Sale Price \$ 1,000,000	Deed Type Special Warranty Deed	Book & Page <u>2785 2187</u>

Legal Description

Exhibit "B" (Record Card 1)

NLY 110' OF SLY 330' OF GOV LOT 2 E OF FED HWY & W OF RY

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.



INSTR # 2516442 OR BK 2785 PG 2144 RECD 05/22/2015 11:15:36 AM
(7 Pgs)

CAROLYN TIMMANN MARTIN COUNTY CLERK
DEED DOC \$36,400.00, MTG DOC \$0.00, INTANGIBLE \$0.00

SPECIAL WARRANTY DEED

Prepared by:
Brandy L. Mathie
Kerr, Russell and Weber, PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226

Record and return to:
Larry Griffin, Esq.
Haile, Shaw & Pfaffenberger, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, FL 33408

Parcel Identification Nos.: 15-38-41-000-000-00211.0; 15-38-41-000-000-00210.8; 38-38-41-002-020-00000.0; 38-38-41-002-018-00080.7; 38-38-41-002-018-0070.9; 38-38-41-002-018-00060.1

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 18th day of May, 2015 between VW CREDIT, INC., a Delaware Corporation, whose address is 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171 ("Grantor") and WALLACE J 2755 SE FEDERAL HIGHWAY, LLC, a Florida limited liability company, whose post office address is 3801 S.E. Federal Highway, Stuart, Florida 34994 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Five Million Two Hundred Thousand and 00/100 (\$5,200,000.00) Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its heirs, legal representatives, successors and assigns, all that certain land situate in Martin County, Florida, viz:

See **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO real estate taxes accruing subsequent to December 31, 2014 and covenants, conditions, restrictions and easements of record, and those matters specifically set forth on **Exhibit "B"** attached hereto and made a part hereof, none of which are reimposed hereby, and all applicable zoning ordinances and regulations.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple.

TST 60043175
{34720/5/DT948879.DOC;1}

Exhibit "A" (Deed 2)

AND Grantor hereby covenants with Grantee and its heirs, legal representatives, successors and assigns that Grantor, at the time of the ensembling and delivery of these presents, is lawfully seized of said land in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey said land and, subject to the matters excepted herein, hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, though or under the Grantor, but against no others.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and deal the day and year first above written.

Signed, sealed and delivered
in the presence of:

VW Credit, Inc.,
a Delaware corporation

Witness
Name:

M. Danner

By: Christopher Zurick
Name: Christopher Zurick
Title: Real Estate Lending Manager

Witness
Name:

[Signature]

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 15 day of May, 2015, by Christopher Zurick, the Real Estate Lending Manager of VW Credit, Inc., a Delaware corporation, on behalf of the corporation.

Personally known X or produced identification _____

Type of identification produced _____

Elisabeth Anne Hillman
NOTARY PUBLIC

State of Virginia at Large
Name: Elisabeth Anne Hillman

Commission No.: #7581678

Elisabeth Anne Hillman
Notary Public, Commonwealth of Virginia
My Commission Expires Oct. 31, 2018
#7581678

{34720/5/DT948879.DOC;1}

Exhibit "A" (Deed 2)

Exhibit "A"
Legal Description

Land Situated in the County of Martin in the State of Florida:

Parcel 2-B

The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No. 5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel is more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the Easterly right-of-way of U. S. Highway No. 1 (State Road No. 5) and the North boundary line of the Hanson Grant (also the South boundary of said government lot 2) thence run North 66°12'12" East along the said North line of the Hanson Grant a distance of 145.00 feet to a point; thence run North 23°47'48" West a distance of 209.45 feet to a point on a line being parallel and 209.45 feet North of as measured at right angle to the North line of the Hanson Grant; thence South 66°12'12" West along said parallel line a distance of 190.93 feet to a point of curve and the Easterly right-of-way of U. S. Highway No. 1, said curve being concave to the West having a radius of 5767.18 feet, a central angle of 02°07'49", a chord bearing of South 36°09'50" East; thence in a clockwise direction along the arc of said curve a distance of 214.44 feet to the Point and Place of Beginning.

Parcel 3

The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No. 5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the Easterly right-of-way of U. S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), thence run North 66°12'12" East along said North line of said Hanson Grant a distance of 145.00 feet to the Point of Beginning, thence run North 23°47'48" West a distance of 209.45 feet to a point; thence run North 66°12'12" East along a line parallel and being 209.45 feet North at right angle to the North line of the Hanson Grant a distance of 611.83 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said right-of-way a distance of 142.36 feet to a point on the east line of said Government Lot 2; thence South 00°44'15" West along said Government Lot line a distance of 80.87 feet to a point on the North line of said Hanson Grant; thence South 66°12'12" West along said Hanson Grant line a distance of 620.73 feet to the Point and Place of Beginning.

{34720/5/DT948879.DOC;1}

Exhibit "A" (Deed 2)

Parcel 4

Tracts 20 and 21, of the Sewall's Point Land Company's Plat of Port Sewall Revised, as recorded in Plat Book 3, Page 7, of the public records of Palm Beach (now Martin) County, Florida.

Less:

Being a portion of Tract 20, East of U. S. Highway No. 1, according to Sewall's Point Land Company's Plat of Port Sewall Revised, as recorded in Plat Book 3, Page 7, of the public records of Palm Beach (now Martin) County, Florida, said portion being more particularly described as follows:

Commence at the Southwest corner of said Tract 20, said corner being on the Northerly existing Right of Way line for Southeast Luckhardt Street; Thence North 25 degrees 04'57" West along the common boundary with Tract 19, Sewall's Point Land Company's Plat of Port Sewall Revised, as recorded in Plat Book 3, Page 7, of the Public Records of Palm Beach (now Martin) County, Florida, a distance of 803.82 feet to the North line of said Tract 20; Thence North 64 degrees 55' 03" East, a distance of 100.00 feet along the North line of said Tract 20; thence South 25 degrees 04' 57" East, a distance of 803.82 feet to the Northerly existing Right of Way line for Southeast Luckhardt Street; Thence South 64 degrees 55' 07" West, 100.00 feet to the Point of Commencement.

Parcel 5

The South 75.24 feet as measured at right angles to the North line of Tracts 18 and 19, of the South 200 feet of the North 300 feet of Tracts 18 and 19 East of U.S. Highway No. 1 of Sewall's Point Land Company's Subdivision of Lots 2, 3 and 4 of the Miles or Hanson Grant as petitioned by Commissioners, approved and confirmed, December 17, 1901 by the United States Circuit Court, Fifth Judicial Circuit, according to the revised plats thereof filed and recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida public records.

And

The Northerly 194 feet, more or less, of the following parcel:

All that part of Lots or Tracts 18 and 19 of the Sewall's Point Land Company's Plat of Port Sewall as recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida, public records, lying East of U.S. Highway No. 1, less the North 300 feet thereof, and also less those two parcels sold to Edward J. Specikhoff and Rosemary Specikhoff, his wife, by Deeds filed December 9, 1969 and April 21, 1971, recorded in Official Records Book 278, Page 223 and Official Records Book 326, Page 1240, respectively, Martin County, Florida public records; and also less that parcel sold to William A. Chamberlain by deed filed July 25, 1984 and recorded in Official Records Book 609, Page 1730, Martin County, Florida public records.

Parcel 6-A

Being a portion of Tracts 18 and 19, lying East of U.S. Highway No. 1 according to the plat of Port Sewall (Official Map Sewall's Point Land Company), as recorded in Plat Book 3, at Page 7, Palm Beach (now Martin) County, Florida, public records:

Known as the North 124.76 feet, as measured at right angles to the North line of said Tracts 18 and 19, of the South 200 feet of the North 300 feet of Tracts 18 and 19 East of U.S. Highway No. 1, of Sewall's Point Land Company's Subdivision of Lots 2, 3 and 4 of the Miles or Hanson Grant as petitioned by Commissioners, approved and confirmed, December 17, 1901, by the United States Circuit Court, Fifth Judicial Circuit, according to the Revised Plats thereof, filed and recorded in Plat Book 3, at Page 7, Palm Beach (now Martin) County, Florida, public records.

Parcel 6-B

Being a portion of Tracts 18 and 19, lying East of U.S. Highway No. 1 according to the plat of Port Sewall (Official Map Sewall's Point Land Company), as recorded in Plat Book 3, at Page 7, Palm Beach (now Martin) County, Florida, public records:

Being the North 100 feet, as measured at right angles to the North line of said Tracts 18 and 19, and also being the North line of the Hanson Grant.

The above parcels 2-B, 3, 4, 5, 6-A & 6-B are also described as follows:

Being a parcel of land lying within Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida and a portion of Tracts 18, 19, 20 and 21 of the Plat of Port Sewall (Official Map Sewall's Point Land Company) as recorded in Plat Book 3, Page 7, Palm Beach (now Martin) County, Florida public records, more particularly described as follows:

Commence at the point of intersection of the East line of said Tract 19 and existing Northerly right-of-way line of SE Luckhardt Street as now laid out and in use; Thence North $66^{\circ}46'22''$ East along said Northerly Right-of-Way line, a distance of 100.00 feet to the Point of Beginning of the following described parcel of land;

Thence North $23^{\circ}13'09''$ West along a line parallel to and 100 feet East as measured perpendicular to, the East line of Tract 19 of Plat of Port Sewall (Official Map Sewall's Point Land Company) as recorded in Plat Book 3, Page 7 Palm Beach (Now Martin) County Florida, a distance of 804.85 feet to a point on the North line of the Hanson Grant; Thence South $66^{\circ}12'12''$ West, along said North line a distance of 100.00 feet to a point on the East line of said Tract 19; Thence South $23^{\circ}13'09''$ East, along said East line a distance of 492.69 feet; Thence departing said East line, South $66^{\circ}12'12''$ West, a distance of 289.19 feet to a point on the Easterly Right-of-Way Line of State Road Number 5 (also known as U.S. Highway 1) as shown on Florida Department of Transportation Map Section 89010-2552, said point being on a curve concaved to the West having a radius of 5767.18 feet, from which a radial line bears South $59^{\circ}50'01''$ West; Thence Northerly along said curve through a central angle of $7^{\circ}05'15''$, an arc

{34720/5/DT948879.DOC;1}

Exhibit 'A' (Need 2)

distance of 713.40 feet; Thence North 66°12'12" East, departing said Easterly Right-of-Way Line, a distance of 801.33 feet to a point on the westerly right-of-way line of the Florida East Coast Railway; Thence along said Right-of-Way Line the following Four (4) courses; South 41°31'50" East, a distance of 143.57 feet; Thence South 00°44'15" West, a distance of 80.12 feet; Thence North 66°12'12" East, a distance of 56.58 feet; Thence South 41°31'50" East, a distance of 851.42 feet; Thence South 66°46'22" West, departing said Westerly Right-of-Way line, and along the Northerly Right-of-Way Line of S.E. Luckhardt Street, a distance of 618.95 feet to the Point of Beginning. Containing 16.54 Acres.

Copy

Copy

Copy

Exhibit "A" (Deed 2)

{34720/5/DT948879.DOC;1}

Exhibit "B"
Title Exceptions

1. Taxes and assessments for the year 2015, and subsequent years, that have become a lien against the property but are not yet due and payable.
2. Easement(s) granted to Florida Power & Light Company, recorded in OR Book 25, Page 153 (as to Parcels 2-B and 3), of the Public Records of Martin County, Florida.
3. Easement(s) granted to City of Stuart, recorded in OR Book 931, Page 1235 (as to Parcel 2-B), of the Public Records of Martin County, Florida.
4. Reciprocal Easement for Ingress and Egress recorded in OR Book 1922, Page 2170 (as to all parcels).
5. Ordinance by the City of Stuart regarding Land Use recorded in OR Book 2282, Page 2343 (as to Parcel 4).
6. Restriction contained in Warranty Deed recorded in OR Book 1470, Page 1664 (as to Parcels 1 and 4).
7. Easement(s) in favor of Southern Bell, recorded in OR Book 1297, Page 302 (as to Parcel 5).
8. Easement(s) in favor of Southern Bell, recorded in OR Book 1297, Page 305 (as to Parcels 6-A and 6-B).
9. Ordinance by The City of Stuart regarding Annexation recorded in OR Book 1302, Page 1828 (as to Parcels 5, 6-A and 6-B).
10. Administrative Variance No. Z11060002 dated July 20, 2011 and recorded August 2, 2011 in OR Book 2530, Page 982. (as to Parcel 5).
11. Amended Easement Deed by Court Order in Settlement of Landowner Action between K & D Investments, LLP, a Florida Limited Liability Partnership, for itself and all others similarly situated, Plaintiff, and Sprint Communications Company L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and Wiltel Communications, LLC, Defendants, dated November 30, 2012 and recorded January 17, 2013 in OR Book 2625, Page 199; Easement Deed by Court Order in Settlement of Landowner Action recorded October 16, 2013 in OR Book 2682, Page 1312; Notice of Substitution of Easement Deed by Court Order in Settlement of Landowner Action dated September 6, 2013 and recorded November 18, 2013 in OR Book 2688, Page 512.
12. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
13. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
14. Matters as shown on Boundary Survey prepared by Stephen J. Brown, Reg. No. 4049 on behalf of Stephen J. Brown, Inc., dated April 10, 2015, Job No. 1018-02-01, as follows:
 - A. Concrete area on Parcel 5 encroaches into easement
 - B. Concrete area encroaches over the westerly boundary line of Parcel 3.

Exhibit "A" (iDeed 2)

{34720/5/DT948879.DOC;1}



Basic Info

PIN 15-38-41-000-000-00211-0	AIN 132263	Situs Address 2685 SE FEDERAL HWY STUART FL	Website Updated 9/22/22
--	----------------------	---	-----------------------------------

General Information

Property Owners WALLACE J 2755 SE FEDERAL HIGHWAY LLC	Parcel ID 15-38-41-000-000-00211-0	Use Code/Property Class 2700 - 2700 Auto Sales/Repair
Mailing Address 3801 SE FEDERAL HWY STUART FL 34997	Account Number 132263	Neighborhood 50400 Federal_Indian St
Tax District STUART	Property Address 2685 SE FEDERAL HWY STUART FL	Legal Acres 0.789
	Legal Description W 145' OF THE SLY 209.64' OF GL 2 (AS MS...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 281,440	\$ 202,330	\$ 483,770	\$ 0	\$ 483,770	\$ 0	\$ 483,770

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 5/18/15	Grantor (Seller) VW CREDIT INC	Doc Num 2516442
Sale Price \$ 5,200,000	Deed Type Wd Full Covenant and Warranty Deed	Book & Page <u>2785 2144</u>

Legal Description

Exhibit 'B' (Record Card 2)

W 145' OF THE SLY 209.64' OF GL 2 (AS MSD AT RGHT ANGLES TO N/LN HG) LYING E/O US 1 R/W & W OF FEC RY

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.



Basic Info

PIN 15-38-41-000-000-00210-8	AIN 27885	Situs Address 2675 SE FEDERAL HWY STUART FL	Website Updated 9/22/22
--	---------------------	---	-----------------------------------

General Information

Property Owners WALLACE J 2755 SE FEDERAL HIGHWAY LLC	Parcel ID 15-38-41-000-000-00210-8	Use Code/Property Class 1000 - 1000 Vacant Commercial
Mailing Address 3801 SE FEDERAL HWY STUART FL 34997	Account Number 27885	Neighborhood 50400 Federal_Indian St
Tax District STUART	Property Address 2675 SE FEDERAL HWY STUART FL	Legal Acres 3.08
	Legal Description A PARCEL OF LAND LYING IN SEC 15-38-41 M...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 536,663	\$ 1,520	\$ 538,183	\$ 64,446	\$ 473,737	\$ 0	\$ 473,737

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 5/18/15	Grantor (Seller) VW CREDIT INC	Doc Num 2516442
Sale Price \$ 5,200,000	Deed Type Wd Full Covenant and Warranty Deed	Book & Page <u>2785 2144</u>

Legal Description

Exhibit 'B' (Record Card 3)

A PARCEL OF LAND LYING IN SEC 15-38-41 MARTIN COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED IN OR 2785/2144 PUBLIC RECORDS MARTIN COUNTY FLORIDA

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

LEGAL DESCRIPTION

PARCEL 2-A

(Parcel Control Number: 15-38-41-000-000-00200.0)

Commence at the point of intersection of the Northwest boundary line of the Hanson Grant and the Northeast right-of-way line of U.S. Highway No. 1, in Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida; thence Northwesterly along said right-of-way line a distance of 216.32 feet to a Point of Beginning; thence continue along said right-of-way line a distance of 110 feet; thence North 66°05'27" East, a distance of 794.91 feet to the Southwest right-of-way line of the Florida East Coast Railway Company; thence South 41°53'13" East along said right-of-way line a distance of 111.51 feet; thence South 66°02'57" West along a line parallel to the Northwest line of the Hanson Grant a distance of 802.46 feet to the Point and Place of Beginning.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows:

Commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), run Northwesterly along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 214.43 feet and a chord bearing of North 36°09'50" West through a central angle of 02°07'49" an arc length of 214.44 feet to a point on said Easterly right-of-way lying 209.45 feet at right angles to the South boundary of said Hanson Grant; and the Point of Beginning; thence continue along said right-of-way on a curve having a radius of 5767.18 feet, a chord of 110.67 feet and a chord bearing of North 37°46'44" West through a central angle of 01°05'58" an arc length of 110.67 feet to a point; thence North 66°12'12" East along a line parallel and 316.83 feet North of said Hanson Grant line a distance of 795.93 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said Westerly right-of-way a distance of 112.51 feet to a point; thence South 66°12'12" West along a line parallel with the Hanson Grant line a distance of 802.76 feet to the Point and Place of Beginning.

PARCEL 2-B

(Parcel Control Number: 15-38-41-000-000-00211.0)

The West 145 feet of the following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of State Road No.5 right-of-way and West of Florida East Coast Railway Company right-of-way.

The above described parcel is more particularly described as follows: the part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: Beginning at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No.5) and the North boundary line of the Hanson Grant (also the South boundary of said government lot 2) thence run North 66°12'12" East along the said North line of the Hanson Grant a distance of 145.00 feet to a point; thence run North 23°47'48" West a distance of 209.45 feet to a point on a line being parallel and 209.45 feet North of as measured at right angle to the North line of the Hanson Grant; thence South 66°12'12" West along said parallel line a distance of 190.93 feet to a point of curve and the Easterly right-of-way of U.S. Highway No. 1, said curve being concave to the West having a radius of 5767.18 feet, a central angle of 02°07'49", a chord bearing of South 36°09'50" East; thence in a clockwise direction along the arc of said curve a distance of 214.44 feet to the Point and Place of Beginning.

PARCEL 3

(Parcel Control Number: 15-38-41-000-000-00210.8)

The following described portion of Government Lot 2, Section 15, Township 38 South, Range 41 East, being the Southerly 209.64 feet of said Government Lot 2 (as measured at right angles to the North line of the Hanson Grant) lying East of the right-of-way of State Road No.5 and West of the Florida East Coast Railway Company right-of-way, less the West 145 feet.

The above described parcel is more particularly described as that part of Government Lot 2, Section 15, Township 38 South, Range 41 East, Martin County, Florida, described as follows: commencing at the intersection of the Easterly right-of-way of U.S. Highway No. 1 (State Road No. 5) and the North boundary of the Hanson Grant (also the South boundary of said Government Lot 2), thence run North 66°12'12" East along said North line of said Hanson Grant a distance of 145.00 feet to the Point of Beginning, thence run North 23°47'48" West a distance of 209.45 feet to a point; thence run North 66°12'12" East along a line parallel and being 209.45 feet North at right angles to the North line of the Hanson Grant a distance of 611.83 feet to a point on the Westerly right-of-way line of the Florida East Coast Railway Company; thence South 41°09'21" East along said right-of-way a distance of 142.36 feet to a point on the east line of said Government Lot 2; thence South 00°44'15" West along said Government Lot line a distance of 80.87 feet to a point on the North line of said Hanson Grant; thence South 66°12'12" West along said Hanson Grant line a distance of 620.73 feet to the Point and Place of Beginning.

2565 PROPERTIES LLC
2565 SE FEDERAL HWY
STUART FL 34994

BJ2489 HOLDINGS LLC
6792 SE TWIN OAKS CIR
STUART FL 34997

DJD PROPERTIES LLC
450 SEVILLA AVE
CORAL GABLES FL 33134

435 PROPERTIES LLC
1169 FAULKNER TERR
PALM BEACH GARDENS FL 33418

BUTEUX RICHARD E
527 SW SIESTA WAY
STUART FL 34994

E-Z PAY CARS LLC
3801 SE FEDERAL HWY
STUART FL 34997

ADAM & JAY LLC
2383 SE DIXIE HWY
STUART FL 34996

CK GROUP LLC
2385 SE DIXIE HWY
STUART FL 34996

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256

ADAM & JAY LLC
2383 SE DIXIE HWY
STUART FL 34996

CK GROUP LLC
2385 SE DIXIE HWY
STUART FL 34996

G1F LLC
2399 SE DIXIE HWY
STUART FL 34996

ADAM & JAY LLC
2383 SE DIXIE HWY
STUART FL 34996

CONNELLY HOLDINGS LLC
3870 SW CANOE CREEK TERR
PALM CITY FL 34990

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

ALDEMAR INVESTMENTS LLC
(#45-3304031)
2361 NW COVE VW
STUART FL 34994

CONNELLY HOLDINGS LLC
3870 SW CANOE CREEK TERR
PALM CITY FL 34990

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BARON FEDERAL LLC
1437 LONG MEADOW WAY
WINDERMERE FL 34786

CRISMAR HOLDINGS LLC
3329 BRADENHAM LN
DAVIE FL 33328

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BARRETT MICHAEL
10 PALM RD
STUART FL 34996

DAYNART INC
3131 SE ST LUCIE BLVD
STUART FL 34997

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BB & J LLC
4869 SE QUAIL TRL
STUART FL 34997

DAYNART INC
15 SW FLAGLER AVE
STUART FL 34994

J & S PROPERTY DEVELOPMENT LLC
530 E MELDRUM CIR
SAINT CLAIR MI 48079

BB & J LLC
4869 SE QUAIL TRL
STUART FL 34997

DEJOHN FAMILY LLLP
10 HERITAGE WAY
STUART FL 34996

KAMPER GROUP LLC
2441 SE DIXIE HWY
STUART FL 34996

LA FAMILIA 44 LLC
906 SW 37TH CT
BOYNTON BEACH FL 33435

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

PARK AND SHOP OF FLORIDA INC
BRAIRWOOD GROUP LLC
7350 POINT OF ROCKS RD
SARASOTA FL 34242

LA FAMILIA 44 LLC
906 SW 37TH CT
BOYNTON BEACH FL 33435

MARTIN SQUARE CORPORATE PARK
PROPERTY OWNERS ASSOCIATI
PO BOX 899
STUART FL 34995

PORTER JIMMIE II PORTER KAREN J
2295 SW DANFORTH CIR
PALM CITY FL 34990

LAFLAMME HOLDINGS LLC
2575 SE FEDERAL HWY #102
STUART FL 34997

MK BROWN HOLDINGS XVII LLC
3322 SE GRAN PARK WAY
STUART FL 34997

POSDAL BEN
PO BOX 218
PORT SALERNO FL 34992

LATA LLC
3131 SE ST LUCIE BLVD
STUART FL 34997

MLBS LLC
1303 SE MADISON AVE
STUART FL 34996

PRIVATE STOCK AUTO COLLECTION INC
2387 SE DIXIE HWY
STUART FL 34996

LATA LLC
3131 SE SAINT LUCIE BLVD
STUART FL 34997

MOORE, MICHAEL MOORE, SHEILA
2389 SE DIXIE HWY
STUART FL 34994

RECREATIONAL POOLS INC
PO BOX 691
JENSEN BEACH FL 34958

LUMAX HOLDINGS LLC
2431 S E DIXIE HWY
STUART FL 34996

OETINGER DESIGNS INC
6473 SE LOCKERBY PL
HOBE SOUND FL 33455

REPASS GEORGE
6500 SE HARBOR CIR
STUART FL 34996

MARCEL RAPPOLD REVOCABLE LIVING
TRUST
2680 SE FEDERAL HWY
STUART FL 34994

OHAY WILLIAM K
2417 SE DIXIE HWY
STUART FL 34996

RICHARD DATZ INC
1873 SW MOCKINGBIRD LN
PALM CITY FL 34990

MARGUIN, RONALD G
3809 SE QUANSET TER
STUART FL 34997

PACHECO JUAN PACHECO BERTHA L
2158 SE LETHA CT
STUART FL 34994

RICHARD DATZ INC
1873 SW MOCKINGBIRD LN
PALM CITY FL 34990

MARGUIN, RONALD G
3809 SE QUANSET TER
STUART FL 34997

PACIFIC STAR 5 INC
18909 NE 29TH AVE
AVENTURA FL 33180

ROPEN CC LLC
4101 SW LEIGHTON FARM AVE
PALM CITY FL 34990

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

PARADISE PROP HOLDINGS LLC
1560 SE HAMPSHIRE WAY #102
STUART FL 34994

RS & CS HOLDINGS INC
2493 SE DIXIE HWY
STUART FL 34996

RS & CS HOLDINGS INC
2493 SE DIXIE HWY
STUART FL 34996

VAUGHN NIMMER ASSETS LLC
1201 SE EAST ST JOSEPHS ST
STUART FL 34996

WESEL HOLDINGS INC
10925 SE FEDERAL HWY
HOBE SOUND FL 33455

RS & CS HOLDINGS INC
2493 SE DIXIE HWY
STUART FL 34996

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

WESEL HOLDINGS INC
8512 SE DUNCAN ST
HOBE SOUND FL 33455

SOUTHERN PIG & CATTLE COMPANY LLC
2583 SE FEDERAL HWY
STUART FL 34994

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

WILLIAM M SNEED LIVING TRUST
3801 SE FAIRWAY WEST
STUART FL 34997

STIBUREK JOHN STIBUREK MARGARET
1395 SW 34TH ST
PALM CITY FL 34990

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

STUART AIRPORT BUSINESS PARK
CONDOMINIUM ASSOCIATION INC
2417 SE DIXIE HWY
STUART FL 34996

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

STUART JB HOLDINGS LLC
2479 SE DIXIE HWY
STUART FL 34996

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

STUART RETAIL LLC
2875 NE 191ST ST #703A
AVENTURA FL 33180

WALLACE J 2755 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

TOTAL EVENT & ASSOCIATION MANAGEMENT
INC
2409 SE DIXIE HWY
STUART FL 34996

WALLACE V 2805 SE FEDERAL HIGHWAY
LLC
3801 SE FEDERAL HWY
STUART FL 34997

TURNBLACER LLC
PO BOX 41
EDGEWATER FL 32132

WESEL HOLDINGS INC
8512 SE DUNCAN ST
HOBE SOUND FL 33455

TURNBLACER LLC
PO BOX 41
EDGEWATER FL 32132

WESEL HOLDINGS INC
8512 SE DUNCAN ST
HOBE SOUND FL 33455

EXHIBIT “C”

Posted Sign Photographs

NOTICE OF PUBLIC HEARING MAJOR PUD AMENDMENT REQUEST FOR WALLACE VOLVO

Request to consider a Major PUD Amendment Request to
build an automotive showroom, office space and repair bays
on approx. 5.78 Acres of land.

STUART LOCAL PLANNING AGENCY

Oct. 13th, 2022 AT 5:30 PM.

STUART CITY COMMISSION

Oct. 24th, 2022 AT 5:30 P.M.

STUART CITY HALL 121 SW FLAGLER AVE. 372-233-5328 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION



D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

Sept. 26, 2022

McCarthy Summers

REF: Wallace Automotive LPA

Attn:

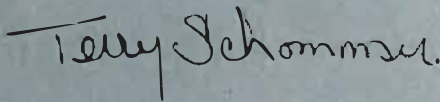
This Letter is to Certify that the above referenced sign was installed per City of Stuart requirements. This sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10.6 Development Review Procedures.

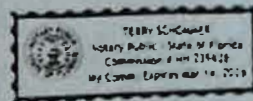

Kurt C. Larsen

9-26-2022
Date

State of Florida
County of Martin

Kurt C. Larsen, who is personally known to me, who did not take an oath,
acknowledged the foregoing instrument before me on 9-26-2022.





Return to:

**City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994**

ORDINANCE NO. 2109-07

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND CONSISTING OF 10.6 ACRES OWNED BY AJAX DEVELOPMENT CORPORATION; LOCATED, EAST OF US1, WEST OF FEC RAILWAY IN UNINCORPORATED MARTIN COUNTY; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Petitioner(s), Ajax Development Corp, A Florida corporation, constituting all of the fee simple title holders to those lands located at 1400 S.E. Luckhardt Street, East of US 1, and west of the Florida East Coast Railway, and more particularly described in **Exhibit "A"**, attached hereto and made a part thereof, have voluntarily requested the City of Stuart annex said lands into the corporate limits of the City; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for annexation, and has also considered the recommendation of the City staff.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF STUART:

Section 1. Findings. The City Commission finds the above statements are true and correct,

and serve as a basis for consideration of this ordinance; that said lands are reasonably compact, and are contiguous with the corporate limits of the City of Stuart, create no enclaves, and the City can effectively provide police, fire, and sanitary services to said land, all in compliance with the terms and requirements of Chapter 171, Florida Statutes, and the City of Stuart Code.

Section 2. Annexation. The City Commission has determined that development of said lands upon annexation shall be in accordance with the regulatory requirements of Martin County, until such time as the City's Comprehensive Land Use Plan amendment herein shall become effective; and that the parcel of land more particularly described in **Exhibit "A"**, is hereby annexed into and shall be within the corporate limits of the City of Stuart, Florida, and that same shall henceforth be a part of said City as if said lands were originally a part of the City of Stuart.

Section 3. Future Development Conditions.

1) Ordinance Number 1773-01 "STUART VOLKSWAGEN" dealership at 2805 S. Federal Highway previously annexed, providing for development documents, for development conditions, and for development standards; shall remain in full force and effect unless otherwise later amended or revoked.

2) The Final Development Plan / Construction drawings shall be submitted for review and approval prior to the issuance of any development permits.

3) Any future development on the subject property shall tie in to the City sewer system and potable water system.

4) The project shall comply with the City's Concurrency Management System prior to the issuance of any development permits.

5) Outdoor storage of equipment and materials or supplies shall in accordance with section 7.02.00(outdoor storage) the City's LDR.

6) All vehicle repair, maintenance, bodywork, etc. shall be done within a completely enclosed building. No work shall be permitted outdoors of the maintenance facility.

7) All vehicles shall be kept in an orderly fashion to allow emergency access to the site and facility.

8) Overflow parking for the B&A flea market shall be permitted on weekends only.

Section 4. Directions to the City Clerk. The City Clerk shall cause the boundaries as set forth in the City's Charter to be amended and codified. The City Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court in Martin County, the Chief Administrative Officer of Martin County, and the Florida Department of State within seven (7) days following adoption, in accordance with Section 171.044, Florida Statutes. Upon complete execution of this Ordinance, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date: This ordinance shall be effective upon its adoption.

ADOPTED on First Reading this 21 day of May, 2007.

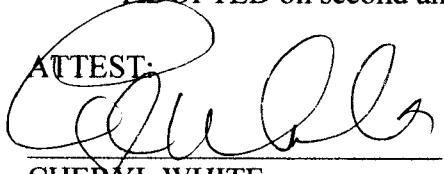
Commissioner Waxler offered the foregoing ordinance and moved its adoption. The motion was seconded by Commissioner Mortell and upon being put to a roll call vote, the vote was as follows:

MARY HUTCHINSON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
JAMES CHRISTIE, COMMISSIONER
MICHAEL MORTELL, COMMISSIONER
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
x		
		x
		x
x		
x		

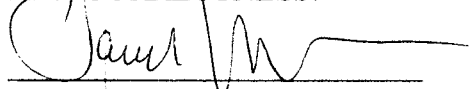
ADOPTED on second and final reading this 25 day of June, 2007.

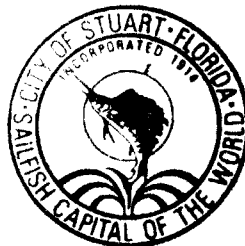
ATTEST:


CHERYL WHITE
CITY CLERK


MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
CITY ATTORNEY

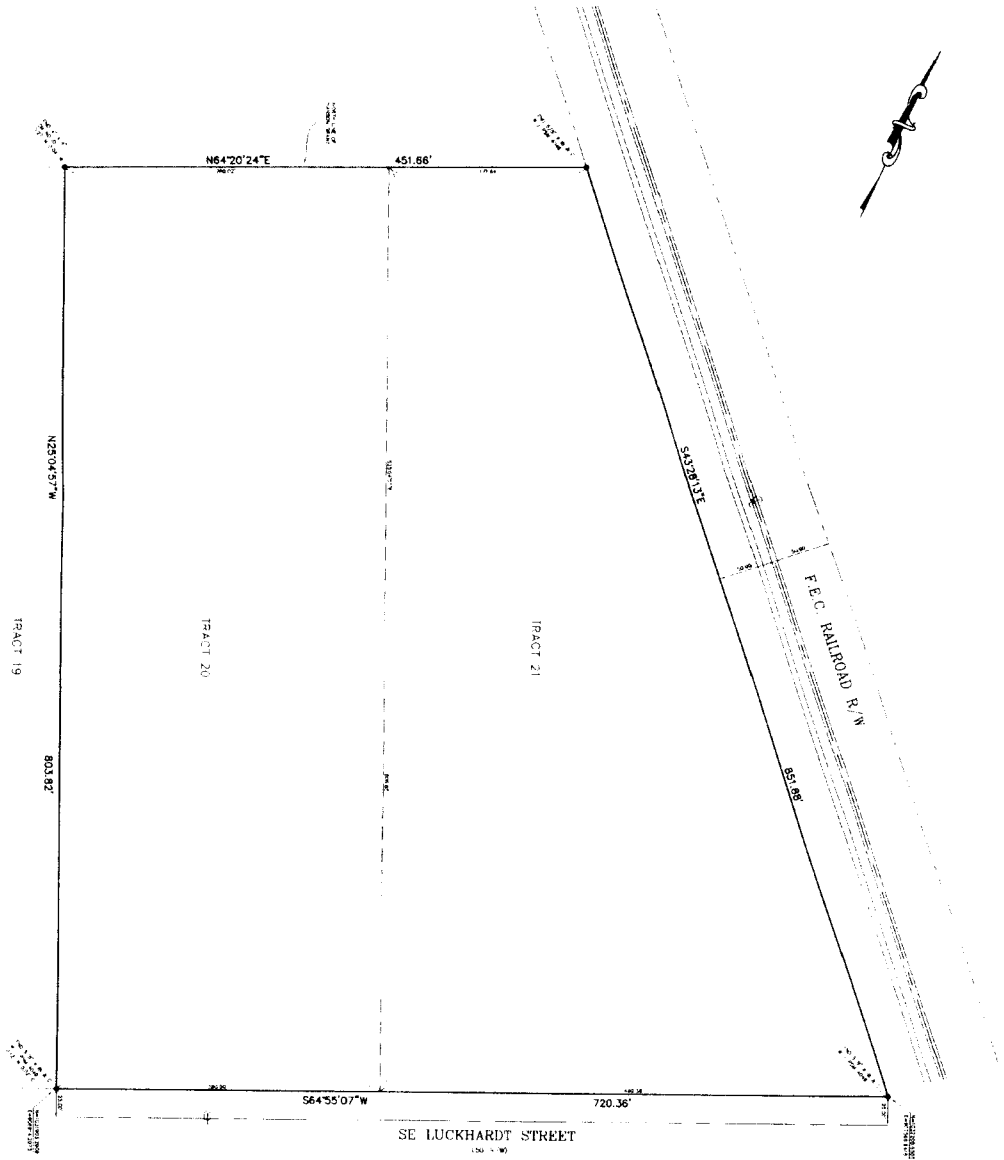


Cheryl A. White
City Clerk

RENDERED & FILED IN
THE OFFICE OF
THE STUART CITY CLERK

ON July 16, 2007.

P



1. PROPERTY ADDRESS:
2. CERTIFIED TO:

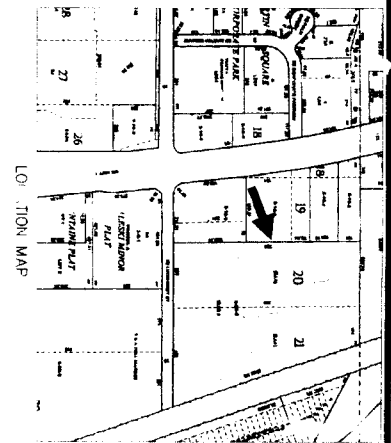
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPING
REGISTRATION NO. 4095, STATE OF FLORIDA

LEGAL DESCRIPTION

PAGES 20 AND 21 OF THE FRAUDulent AND CONSPIRACIOUS
LETTER OF JOHN NEWELL DENIED AS UNLAWFUL, ILLEGAL AND
UNETHICAL. PUBLIC RECORDS OF DAVID BRIDGES IN MIAMI
COUNTY, FLORIDA.



NOTES:

[illegible]

BOUNDARY SURVEY

PREPARED FOR: AJAX DEVELOPMENT CORP.

STEPHEN J. BROWN, INC. LICENSED BUSINESS NUMBER 664
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 (772) 288-7176



INSTR # 2042511
OR BK 02282 PG 2343
Pgs 2343 - 2348; (6pgs)
RECORDED 10/04/2007 10:37:08 AM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994

ORDINANCE NO. 2110-07

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE CITY OF STUART TO "COMMERCIAL," PURSUANT TO THE COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA FOR A PARCEL OF LAND CONSISTING OF 10.6 ACRES OWNED BY AJAX DEVELOPMENT CORPORATION LOCATED AT EAST OF US1, WEST OF FEC RAILWAY IN STUART, FLORIDA; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; SAID LANDS TO BE CONCURRENTLY DESIGNATED AS A COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) LAND DEVELOPMENT (ZONING) DISTRICT ON THE CITY OF STUART OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Petitioner(s), Ajax Development Corp, A Florida corporation constituting all of the fee simple title holders to those lands located at S.E. Luckhardt Street East of US 1, and more particularly described in **Exhibit "A"**, attached hereto and made a part thereof, and



October 3, 2022
068.462

Bonnie Landry, AICP
Planning Consultant
CITY OF STUART
121 SW Flagler Ave
Stuart, FL 34994
(772) 266-9427
blandry@ci.stuart.fl.us

RE: WALLACE VOLVO – MAJOR PUD AMENDMENT
1ST APPLICATION REVIEW

Dear Mrs. Landry:

CAPTEC Engineering (CAPTEC) has reviewed the submittal materials received via email on September 22, 2022. The Applicant is requesting a Major PUD Amendment for the Wallace Volvo site, located at 2675 SE Federal Highway, in Stuart.

CAPTEC has reviewed the information submitted to the City on June 22, 2022 and on August 29, 2022. We note that the following items were provided by the City of Stuart:

Dated June 22, 2022:

- Zoning and FLU Maps
- Boundary Survey
- Revised CPUD Site Plan
- Landscape Plan
- Preliminary Civil Construction Plan Set
- Traffic Study
- Lighting Plan
- AutoTurn Plans (Sanitation Truck, Auto Carrier, Fire Trucks)

Dated August 29, 2022:

- Boundary Survey, signed & sealed, revised to include the Site acreage
- Revised CPUD Site Plan
- Civil Construction Plan Set including utility specifications and details sheets
- Geotechnical Report
- Photometric Plan
- Unified Sign Plan

CAPTEC has reviewed the following Civil Engineering items for conformance with City of Stuart regulations:

Dated June 22, 2022:

- Revised CPUD Site Plan
- Preliminary Civil Construction Plan Set
- AutoTurn Plans (Sanitation Truck, Auto Carrier, Fire Trucks)

Dated August 29, 2022:

- Revised CPUD Site Plan
- Civil Construction Plan Set including utility specifications and details sheets

1. The Applicant is responsible for obtaining all state, federal and local permits that may be required as part of this project such as South Florida Water Management District (ERP/Dewatering), Martin County Public Works for roadway and driveway connections, and FDOT for drainage and driveway connections.
2. The City of Stuart Public Works, Utility and Fire Departments should review the plan for water, sewer, dumpster, fire hydrant, fire lane, utility separation requirements and accessibility.

Based on our review, the following items will need to be submitted:

Drainage Calculations

For a Major PUD Amendment, final drainage calculations are not required. However, preliminary calculations demonstrating that the stormwater management system will accommodate the water quality and attenuation for the entire project, including the additional proposed impervious area, will be required. Note that stabilized parking area are considered impervious for drainage calculations. In addition, it appears that the proposed stormwater system will interconnect the on-site 'stormwater management' pond in the northeast corner of the site to an off-site pond south of the property. Please provide calculations demonstrating that the system will function adequately and will not cause increased design storm elevations on adjacent properties. Also, documentation regarding ownership and maintenance of the shared stormwater management system must be provided.

All stormwater management calculations must be in accordance with City of Stuart Land Development Code Section 6.03.

Site Plan (from LDC Appendix C – Site Plan Components)

- Add number of buildings with total square footage of each building.
- Add handicap parking calculation.
- Add existing uses and zoning on adjacent property.
- Add minimum finished floor elevations of subject property and adjacent property.
- Ensure handicap access to all points of entry.

Civil Construction Plan Set

- Provide sufficient details for the stormwater management system to demonstrate that adequate water quality treatment is being provided and the design stages will meet City of Stuart regulations.
- Add finished floor elevations for the two existing buildings.
- Provide sufficient off-site topography and add flow arrows to show off-site drainage patterns drainage patterns.
- Demonstrate that the 100-year – 3 day storm event is contained on-site if there is no legal outfall.
- Provide cross sections of proposed roads / parking lots.
- Provide cross sections of the proposed 'stormwater management' area.
- Provide cross sections at property boundaries to demonstrate how the project will tie into adjacent properties.

AutoTurn Plans

- The AutoTurn Plans are sufficient for this level of review. No comments.

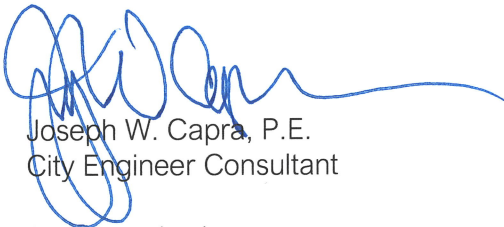
CAPTEC performed this review for the City of Stuart in order to confirm compliance with the applicable City of Stuart Codes and Regulations. Neither the Reviewer nor the City of Stuart is the Design Engineer of Record and, therefore, neither entity accepts responsibility for the accuracy or contents of the design documents and/or other data submitted by the Applicant. This project has not been reviewed for any Martin Count/FDOT criteria.

CAPTEC's fees for the above stated review are attached. Payment is due upon receipt of this letter to the applicant. CAPTEC will not review further response to comments until all prior fees are paid in full.

Please note suggestions provided by CAPTEC are offered in order to assist the Applicant in complying with the City of Stuart Codes and Regulations. However, the Applicant bears the burden of demonstrating that their submittal meets the applicable City Code requirements.

If you should need further clarification or have any questions with regard to this matter, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Capra', with a long horizontal flourish extending to the right.

Joseph W. Capra, P.E.
City Engineer Consultant

Attachment: invoice

JWC/TA/gc
P:\000\068\068.462 Wallace Volvo\2022-1003 1st review - Major PUD Amendment.docx

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Bonnie C. Landry

Title of Item:

DOGSWORLD URBAN CODE CONDITIONAL USE (QUASI-JUDICIAL)(RC)
(THIS IS A SINGLE READING ITEM)

RESOLUTION No. 73-2022; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO JUSTIN PHILLIPS, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 400 SW 7TH STREET, CONSISTING OF APPROXIMATELY 1.62 ACRES; TO ALLOW THE USE OF KENNELS FOR DOGSWORLD; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

DogsWorld proposes to develop another location for its dog daycare and boarding services at 400 SW 7th Street. Kennels are a conditional use requiring consideration by the City Commission. Pursuant to the Urban Overlay Zone, if a use is not listed, then it is only allowed by Conditional Use Approval. In the current circumstances, Dog Hotel is not a listed use. This item was originally scheduled to be heard at the September 12th Commission meeting but the applicant requested the item to be continued in order for them to obtain additional documentation and studies.

Funding Source:

N/A

Recommended Action:

Staff recommends approval of this request to include the conditions of approval set forth in Resolution 73-2022.

ATTACHMENTS:

1. A. Staff Report
2. B. Application
3. C.1 Resolution 73-2022
4. C.2 Resolution 73-2022 Exhibit D
5. D. Attachments-Back up material
6. E. Public Notice
7. F. Presentation



STAFF REPORT

TO: City Commissioners

MEETING DATE: November 14, 2022

PREPARED BY: Bonnie C. Landry, AICP, Planning Consultant

TITLE OF ITEM: **RESOLUTION NUMBER 73-2022: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO JUSTIN PHILLIPS, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 400 SW 7TH STREET, CONSISTING OF APPROXIMATELY 1.62 ACRES; TO ALLOW THE USE OF KENNELS FOR DOGSWORLD; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.**

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

On June 20, 2022, DogsWorld, an established business in Jupiter, applied for a Major Conditional Use to develop another location for its dog daycare and boarding services at 400 SW 7th Street on a 1.62-acre parcel of land in Stuart.

The subject site for DogsWorld is currently zoned B-3 Business Restricted district in the Urban Code District within the City of Stuart Community Redevelopment Area and has a Future Land Use Designation of Commercial. The subject property is located at 400 SW 7th Street and is within the jurisdictional boundaries of the City of Stuart. Kennels are not listed as a permitted use in the B-3 zoning district, however, the applicant can request relief from this through the Urban Conditional Use process.

Pursuant to Section 3.01.06.2, *Major Urban Code Conditional Use* of the City's Land Development Code (LDC), applicant can request relief from the Urban Code regulations including uses not contemplated in the LDC.

The subject site is a fully developed property with a vacant building and parking formerly occupied by Construction Journal.

DogsWorld, located in Jupiter, plans to expand its business to provide these same services of dog lodging, dog Daycare and basic grooming in Stuart. The applicant stated that the subject site (1.62

acres) and building (12,360 SF) will provide ample space for their lodging, indoor play, basic grooming, and offices.

The application provided detailed information of their operations (attached) which discusses how they plan to address noise, odors, guest supervision and hours of operation.

The building is surrounded by retail, office, and residential uses. The property is part of the Royal Palm 5 Condo Association, and the applicant stated that the reuse of this building to DogsWorld will require minimal improvement. Changes proposed to the subject site include:

Exterior:

1. Proposed small dog park on East side of building comprising of approximately 2,300 SF. This park will have a 6' high concrete block wall and PVC fence.
2. Proposed Large Dog Park on West side of the building comprising of approximately 6,750 SF. This park will have a 6' high concrete block wall and PVC fence.
3. ADA Parking spots will be relocated to the North Side of the building. There will be three 12' wide parking spots across the street from the main entrance to the building. The far left and middle ADA parking spots will have a 5' wide walking area in between and another 4' wide walking area on the east side next to the crosswalk.

Interior:

1. Addition of three interior play areas made from Mason Company's mobile daycare room dividers. Two of the play areas will each consist of approximately 1,200 SF and the third will be approximately 650 SF.

NEIGHBORHOOD MEETING

DogsWorld held a neighborhood meeting on May 18th, 2022, with their potential new neighbors. Their goal was to explain what DogsWorld's plan including the planned operation and address any concerns the neighboring community might have. At the meeting, there were 4 main concerns that the neighborhood expressed:

- Traffic, Noise, Odor, and Hours of Operation

COMMUNITY REDEVELOPMENT BOARD

The request was reviewed by the Community Redevelopment Board (CRB), an advisory board to the City Commission, at its September 6, 2022, meeting. Staff and the applicant presented information about the project and answered questions from the Board. The public was given an opportunity to speak on this item. Concerns from the public mirrored some of those from the neighborhood meeting (noise and its proximity to single family homes). After hearing all parties, the CRB stated that this conditional use will provide an opportunity to repurpose a vacant building. Board member Wacha made motion to recommend the Commission approve the Conditional Use with the conditions recommended by staff limiting the number of dogs at the park to 10 dogs at a

time, 5 in the small area and 5 in the large area with additional conditions of a concrete walls surrounding each dog park as well as managing the drainage in way similar to Dog Stop, a dog day care north of the Roosevelt Bridge. They also request the applicant ask that dropped off and picked up the guest access the facility via Colorado Avenue. The motion was seconded by Board Member Makemson.

The motion passed 2-1-1, with one nay, Makemson and one abstaining, Schroth due to a conflict of interest.

POTENTIAL IMPACTS:

Noise:

The project provided an initial noise study (attached) modeling the sound from 5 dogs barking in each park (small and large for a total of 10 dogs). The business model and industry standard based upon square footage of yard space is 15 dogs in each of the parks for a total of 30 dogs outside at one time. Staff expressed concerns regarding the number of dogs used in the initial study. A second noise study (attached) was conducted live, on site at the Jupiter dog day care measuring actual noise levels between September 21, 2022, and September 27, 2022. The equipment measured ambient sound levels within approximately 15 feet the exterior Dog Park. Measuring during this time-period showed that the sound pattern in a developed suburban area with ambient sounds increasing with morning traffic and gradually falling to the lower levels during late-night and early morning.

The report also demonstrated an increase in ambient sound level following the introduction of dogs to the dog park but did not reveal any readily identifiable correlation between measure ambient sound levels based on the number of dogs. The results also demonstrated that each measurement was within the ranges specified with Sec. 20-151. – Sound Regulation, specifically, less than 80 decibels from 8:00 a.m. until 10:00 p.m.

The operations plan states that there will be no outdoor activity in the evenings therefore, this application tentatively complies with City of Stuart Code. To further avoid any noises, the applicant is installing solid barriers, concrete, and vinyl walls to attenuate sound propagating to areas beyond the Dog Parks.

Odors:

The application includes a description of how staff will manage solid waste with bagging waste and regularly emptying dog waste receptacles, relocating the waste to the dumpster nightly and removed regularly through scheduled garbage pick-up. The site also includes a twice daily disinfecting and deodorizing process to remove all stains and odors using a Wysiwash system further described in the attachments to this agenda item.

Guest Supervision:

The applicant states that the site has 24-hour surveillance cameras, but no overnight staff.

Hours of Operation:

DogsWorld plans to operate Monday through Friday from 7 a.m. until 7 p.m. They walk the dogs at 7:30 am and 5:30 pm. Playtime is conducted rotating schedules of inside and outside play from 9 a.m. - 11 a.m. and 1 p.m. - 4 p.m. The dogs who are lodging are inside their rooms overnight. Daycare dogs Monday through Friday will be in the outdoor areas between 7:30 a.m. to 6 p.m. On weekends, the outdoor areas are occupied between 8 a.m. and 3 p.m. Those staying overnight will be taken outside for a break from 7 p.m. until 8 p.m. and then settled into their indoor rooms for the evening.

Parking:

The project site includes 72 existing parking spaces. Pursuant to the City's Urban Code parking requirements, the office use requires 13 spaces (1 space for 350 square feet office use) and 15 spaces for the kennel use (1 space per 1,000 square feet plus 8 spaces for employees) for a total of 28 spaces; therefore, a surplus of 44. Therefore, the proposal meets the City's requirements for provision of parking.

Traffic:

No traffic statement was provided. The project is located in the CRA, and as such is exempt from traffic concurrency according to *Sec. 4.04.01. – Properties within the traffic concurrency exception area*. This project is exempt as this project is consistent with the city's community redevelopment plan and does not require a major development Plan or planned unit development.

STAFF ANALYSIS:

From the time of the application and most recently after the CRB meeting in September, the Applicant has worked directly with staff to address concerns with any offsite impacts. Specifically, the applicant hired Design Learned, Inc. (DLI), an expert in animal care building system engineering for controlling noise and other features of the subject site. The firm was consulted specifically to analyze the subject site and the policies for DogsWorld to evaluate the potential for impacts such as noise, odor, disease, and other building systems related engineering. DLI states it has conducted similar studies for hundreds of animal care projects across the United States and Canada. The firm's principal, Scott Learned, is a licensed Professional Engineer in Florida as well as being certified in the Fear Free Boarding and Daycare program. Learned is also a Principal Committee member for the National Fire Protection Association Code committee 150, Fire and Life Safety in Animal Housing Facilities. The report describes how kennel design, management and overall philosophy has significantly progressed over the past 20 years whereby proper management and training avoids incessant barking in contrast to the prior model of indoor/outdoor cages at dog pounds where dogs were under stress. The industry standard today is to identify that any stress in a dog and redirect or remove the dog from a group before the first bark. This standard helps keep all dogs in the park healthy. Learned, as well as the owner of DogsWorld, stated that each dog is evaluated prior to acceptance by DogsWorld as a client. Since the facility is private, if there is an issue with a particular dog and how it relates to other dogs in the group, the dog is not allowed to continue to board there. Also, part of the model is to pay attention to the personality of each dog when grouping them for play time.

The conclusion of the updated noise study demonstrates that the number of dogs did not affect the noise level. The main variant in noise level was when a new dog entered the park. However, at these times, the noise level did not exceed the standard for ranges specified with Sec. 20-151. – Sound Regulation of the Stuart Code of Ordinances. Based upon this information received after the CRB meeting, staff has removed the limitation of 5 dogs in each park at one time. However, staff recommending that, as a condition of approval, DogsWorld will adopt the Fear Free standards in their policies and procedures, limit the number of dogs in each of the play areas based upon the industry standard for size of each park to the number recommended by DLI, the applicant's consultant licensed in animal care building system engineering. The applicant will encourage dogs' owners to access the site for dropped off and picked up from Colorado Avenue. The applicant must continue to require each staff member who monitors the dogs to be certified by Fear Free or a similar industry standard.

Other conditions of approval include design features to be reviewed for compliance at site plan: construction of concrete walls with appropriate landscaping around each dog park and innovative drainage design that complies or exceeds the Land Development Code.

COMPLIANCE WITH SEC. 3.01.06. – URBAN CODE CONDITIONAL USE REQUIREMENTS

City staff has reviewed this Application and has determined that the subject Application has proved to be in substantial compliance with the Urban Code Conditional Use Requirements set forth in Section 3.01.06 of the City's Land Development Code. The Applicant has demonstrated that there will be no negative impacts from the proposed Conditional Use on the subject property. Furthermore, City staff recommends approval of this request, with conditions, based upon the business operations provided in the application and supplemental materials provided following the CRB meeting, which were implemented to address potential offsite impacts of noise and odor.

RECOMMENDATION:

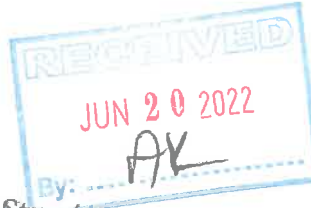
Approve an Urban Code Conditional Use to allow DogsWorld with conditions set forth in Resolution 73-2022:

SEE ATTACHED DOCUMENTS

- Resolution No. 73-2022 with Exhibits



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326



Received by:

Reviewed by:

Urban Code Conditional Use Application

Project ID# Z22060003
(Staff Entry)

Pre-App Conference Date:	Application Date:
--------------------------	-------------------

SITE INFORMATION

Project Name: DogsWorld	Parcel ID#: 05-98-41432-000-00010-0
Site Address: 400 SW 7th St, Stuart FL 34994	
Subdivision: 30300 Fed Hwy S of Roosevelt Bridge	Lot(s): JAY 1 R/F/C COMMERCIAL CONDO PER DOC IN OR 2486/1288 CONSISTING OF 70,814 SF LAND W/1 STY OFFICE BLDG
Site Acreage: 1.8211	Flood Zone/Base Flood Elevation: x
Current Zoning District / CRA Subdistrict (if applicable): Urban District/ Urban Center	
Current Comprehensive Plan Future Land Use Designation: Downtown Redevelopment	
Existing Land Use: 1700 - 1700 Office big non-profitatory	Proposed Land Use: Marine
Proposed Square Footage (if applicable):	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: 400 SW 7th Street partners LTD	Phone Number / Email Address: Rich@267lucy.com
Property Owner's Mailing Address: 400 SW 7th St, Stuart FL 34994	
Applicant (if not Owner): Justin Phillips	Phone Number / Email Address: jphillips@stuartfl.com
Applicant's Mailing Address: 800 Commerce Way West, Jupiter 33475	
Agent/Contact Person: James McKinney	Phone Number / Email Address: 772-349-3414/jamesmckinney@nelisouthcoast.com
Agent's Mailing Address: 100 SW Albany Ave, Stuart FL 34964	
Architect:	Engineer:
Planner:	Landscape Architect:

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent
(Please Print or Type)

Before me, the undersigned authority, personally appeared Rich Goldman

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Kennel in the City of Stuart, FL.
3. That he/she has appointed James McKinney/Jeff Allman to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: 400 SW 7th Street Partners LTD

Signature of Owner:
Rich Goldman
400 SW 7th St.

Street Address

P.O. Box

Telephone Number

Rich@257tech.com

Email Address:

Rich Goldman/Owner

By: Name/Title

Stuart Florida 34994

City State, Zip Code

Stuart FL, 34994

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Martin

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

4 day of April, 2022 By Rich Goldman

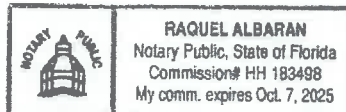
Personally Known OR Produced Identification

Type of Identification Produced: FLDL

Raquel Albaran
Notary Public

My Commission expires:

10/07/2025



City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Financial Responsibility Form

(Please Print or Type)

The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: Justin Phillips
Title: Owner
Company: DogsWorld
Company Address: 603 Commerce Way West

City/State/Zip Code: Jupiter FL 33458
Telephone Number: 917-570-4054
Facsimile Number:
Email Address (optional): jfpillips@gmail.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 4th day of March, 2022.

DocuSigned by:
Justin Phillips
Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fee:

- \$1,598.00 – Major Urban Code Conditional Use Permit (Community Redevelopment Board and City Commission Approval)
- \$532.00 – Minor Urban Code Conditional Use Permit (Community Redevelopment Board)

Amendment of Conditions attached to Major UCCU (City Commission)

(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)

- A Minor Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; paint colors; public art, and architectural materials.
- A Major Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the old downtown district, number of stories, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and architectural requirements.

Submittal Requirements: A completed application form, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, the payment of fees, and pertinent information per application type as determined by the Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the Community Redevelopment Board (CRB) public hearing (if required) followed by a recommendation to the City Commission.

Justification: Please provide justification supporting the request for an Urban Code Conditional Use Permit (include additional pages if needed).

DogsWorld, Jupiter's finest luxury Pet Resort is very pleased to be expanding into, and bringing our award winning Dog Lodging, Doggie Daycare and Basic Grooming services to Stuart. DogsWorld was voted the Best Pet Resort of Palm Beach County by The Palm Beach Post, again in 2022 because we offer the most fun and fulfillment in the healthiest and safest environment for dogs when mom and dad are at work or away from home. Or as we like to say: DogsWorld- An Entire World Devoted to Your Dog! This location is perfectly suited to do so. The building will amply house all of our lodging, indoor play operations, basic grooming as well as offices and staff. We will provide an outdoor dog park area on the West side of the building with artificial turf and surrounded by opaque, seven foot vinyl fencing. At all times, but specifically while outdoors, dogs will be supervised by our highly trained staff who will prevent any excessive noise.

(over)



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 73-2022

RESOLUTION NUMBER 73-2022: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CONSIDERING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL TO JUSTIN PHILLIPS, (CONTRACT PURCHASER) FOR THE PROPERTY LOCATED AT 400 SW 7TH STREET, CONSISTING OF APPROXIMATELY 1.62 ACRES; TO ALLOW THE USE OF KENNELS FOR DOGSWORLD; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Justin Phillips, representing DogsWorld (contract purchaser), for a 1.62- acre property; and

WHEREAS, the Community Redevelopment Board held a properly noticed hearing at a regularly scheduled meeting to consider the applications of the Petitioner and recommended approval of the Major Urban Code Conditional Use on September 6th, 2022; and

WHEREAS, on November 14, 2022, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by the Owner and Applicant, to consider the Major Urban Code Conditional Use; and

WHEREAS, the Owner and Applicant have committed to the City that its development will comply with all development codes, plans, standards, and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon this resolution; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards, and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the Major Urban Code Conditional Use Approval; and

WHEREAS, the Applicant, Justin Phillips, is requesting a Major Urban Code Conditional Use approval to allow for development of Kennels, on 1.62-acre parcel; and

WHEREAS, the Major Conditional Use approval shall run with the land; and

WHEREAS, the property is legally described in “Exhibit A” of this ordinance. A map depicting the property is attached hereto as Exhibit “B” and made a part hereof by reference and development conditions attached hereto as Exhibit “C”;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1:

The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2:

The legal description of the property is set forth in **Exhibit ‘A’** attached hereto and made a part hereof by reference. A Map depicting the Property is attached hereto as **Exhibit ‘B’** and made a part hereof by reference. The conditions of development attached hereto as **Exhibit ‘C’** and made a part hereof by reference, and each shall constitute one of the approved documents.

SECTION 3:

The following documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit ‘D’**, hereinafter the ‘Approved Documents’, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

- a) The DogsWorld Canine Resort analysis, prepared by *DLI*, dated November 2, 2022 (6 Pages);
- b) Noise Study, prepared by *ED+A acoustics*, dated November 1, 2022.
- c) Conditions of development

SECTION 4:

Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Approved Documents. The failure of the Applicant to comply with the Approved Documents, or with any term or condition of development set forth in this resolution, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5:

Following the adoption and acceptance of this by the Owner, and in addition to any other action for failure to otherwise comply with the Approved Documents, the City Development Director may obtain a hearing before the City Commission and shall thereupon give at least five (5) days written notice of the time, date, and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the Applicant may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Approved Documents and therefore, the Resolution(s) adopting the same, the City Commission may impose any or all the following:

- a Initiate the process to amend or repeal this or any other development order pertaining to the development.
- b Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this resolution by the Applicant shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6:

All development orders in conflict with this resolution or any part thereof is hereby repealed to the extent of such conflict. If any provision of this resolution conflicts with any contractual provision between the City and the Property Owner(s) or Applicant(s) of the site, this resolution shall prevail.

SECTION 7:

If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 8:

The complete execution and recording of this Resolution by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this resolution shall become void.

SECTION 9:

Upon complete execution of this Resolution, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this _____ day of _____, 2022.

ATTEST:

MARY R. KINDEL
CITY CLERK

MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

STATE OF _____

COUNTY OF _____

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING RESOLUTION, AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE FOREGOING RESOLUTION. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY, ITS CONDITIONS, AND THE DEVELOPMENT DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS RESOLUTION MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ADMINISTRATIVE ACTIONS AND PENALTIES MAY BE TAKEN AGAINST THE UNDERSIGNED, ITS SUCCESSORS OR ASSIGNS, BY THE CITY, INCLUDING BUT NOT LIMITED TO SANCTIONS DESCRIBED IN THIS RESOLUTION, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING SUSPENSIONS OR REVOCATIONS, AND ANY OR ALL OTHER APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

APPLICANT: Justin Phillips

Print Name: _____

Signature: _____

Print Name: _____

Print Name: _____

PROPERTY OWNER: Rich Goldman

Signature: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The foregoing instrument acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ who ☐ is personally known to me or ☐ has produced _____ as identification.
(Notary Seal)

Signature of Notary Public

Printed Name: _____

Resolution #73-2022
400 SW 7th Street
Major Urban Code Conditional Use

Exhibit A – Legal Description

UNIT 1 RPFC COMMERCIAL CONDO PER DOC IN OR 2499/1296 CONSISTING OF 70,614 SF
LAND W/1 STY OFFICE BLDG

Exhibit B
Location Map

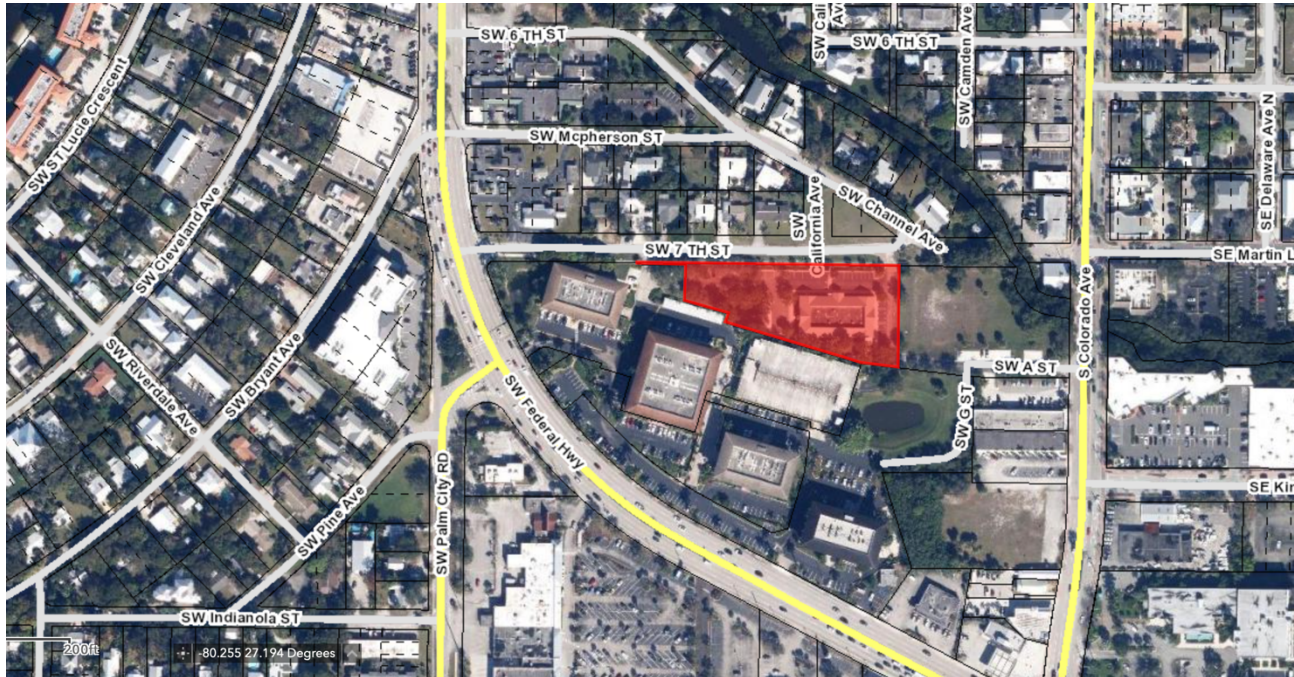


Exhibit C

Conditions of Development

1. The use of the site will be for dog lodging (kennel), dog daycare, basic grooming, and the associated offices.
2. The following documents and plans are attached to this Major Urban Code Conditional Use:
 - a. Site Plan by Cotleur & Hearing, dated July 29, 2022, sheet 1 of 3.
 - b. Landscape Plan by Cotleur & Hearing, dated June 17, 2022, sheets 2 and 3 of 3.
 - c. Drainage Statement by Velcon Engineering & Surveying, LLC, dated July 22nd 2022.
 - d. Architectural Renderings (2 sheets) by Jill Maraist, MB Design.
3. Each dog park shall be screened with a six-foot high concrete wall with landscaping.
4. Use of the outdoor exercise area and dog walking shall only be between the hours of 6:00 a.m. and 8:00 p.m.
5. The number of dogs in the outdoor exercise area shall be limited to an area equal to or greater than the industry standard of 40 square feet for each small dog and 100 square feet for each large dog.
6. Policies and procedures will be based upon Fear Free or similar industry standard.
7. All staff supervising dogs will maintain certification from Fear Free or a similar industry standard.
8. Ratio of dog supervision will meet or exceed industry standards for 1 person for every 10 to 15 dogs, with a second person available to remove overly aggressive or stressed dogs.
9. Dog owners will be encouraged to access the site for pick up and drop from Colorado Avenue.
10. Building permits will not be issued until building permit applications, deemed sufficient for permit review under City codes and standards, for building improvements has been submitted.
11. Interior build-out construction plans will be subject to compliance with fire codes and standards.
12. A detailed site plan, which complies with City of Stuart Urban Code identifying; architectural improvements, landscaping, dumpster location and parking provision will be submitted and approved prior to certificate of occupancy.
13. Additional stormwater calculations details and exhibits shall be provided, if requested, prior to final site approval.

14. A building permit shall be obtained no later than 12 months from the approval date of the major urban code conditional use, and a certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.
15. Prior to the certificate of occupancy, a dumpster enclosure will be required which will include provision for recycling. Detailed plans and location for the dumpster shall be delineated on the site plan.

Resolution #73-2022
400 SW 7th Street
Major Urban Code Conditional Use

Exhibit D
Approved Documents



DogsWorld Canine Resort, Stuart, Florida

Application

DogsWorld in Jupiter, Florida is requesting an opportunity to open a state-of-the-art dog daycare and boarding facility in an available property in Stuart.

The land is in a substantially commercial area and it is the intention of the owner to ensure that the business will not be a nuisance to the homes and businesses in the area. This facility will add a necessary and convenient service to the people of Stuart. The final facility will be of high-quality design and construction. It will add value and appeal to the area as well as a necessary and important service to dog owners.

Our Qualifications

Design Learned, Inc. (hereafter DLI) was retained as an expert in animal care building system engineering for controlling noise and other features of the proposed kennel project for DogsWorld Canine Resort in Stuart, Florida. This document is intended to provide a description of our procedures and how they control noise in animal care facilities.

DLI is a building planning and building systems engineering firm specializing in mechanical, electrical, plumbing, fire protection, and noise control engineering specifically for kennels, veterinarians, and animal shelters. The firm has provided consultation for noise, odor, disease, and other building systems related engineering on hundreds of animal care projects across the United States and Canada. Scott Learned is a licensed Professional Engineer in Florida as well as being certified in the Fear Free Boarding and Daycare program. Scott Learned is also a Principal Committee member for the National Fire Protection Association Code committee 150, Fire and Life Safety in Animal Housing Facilities.

Dog Care Philosophy

Animal facilities of incessantly barking dogs in chain-link indoor/outdoor cages is a bygone product of dog pounds and poorly staffed kennels of the 20th century. An indoor/outdoor run or cage is a single dog enclosure with a guillotine door or opening that allows the dog to go in or out on his own. This was popular because it required no supervision, but it left dogs stressed, barking and often “cage fighting” between adjacent dogs. This type of enclosure is rarely used today and we do not recommend it under any circumstances.

In the past 20 years, animal care has improved by an order of magnitude to be healthy, safe, enriching environments that not only hold animals for pet owners but train them and improve overall behaviors. Pet owners themselves have come to expect exceptional, personal care for their pets. They expect to have their pets returned to them in a safe, calm manner.

While we recognize that “noise studies” provide a maximum potential level of noise in a hypothetical barking dog group, this condition is absolutely never desirable or tolerated. Dog populations should not be defined by noise studies of arbitrary groups of dogs. No amount of incessant, collective barking is acceptable regardless of the number of dogs.

Over the past two decades, a number of formal organizations have developed with standard protocols for dog and cat care. These include the Pet Boarding and Daycare Expo with annual training for specific educational tracks in animal handling and facility operation. The DogGurus have a formal process for training daycare and boarding operators. The Professional Animal Care Certification Council offers training to become a Certified Professional Animal Care Operator. And FearFreePets provides extensive training and certification in recognizing and managing pet behavior, particularly in group play settings, by attending to fear, anxiety and stress stimuli. Two examples of this are attached herein.



ACOUSTICAL MEASUREMENT SUMMARY

Date: 1 November 2022

To: Justin Phillips
Owner

DogsWorld, LLC
603 Commerce Way
Jupiter, FL 33458

From: Sam Shroyer, ASA INCE
Edward Dugger, FAIA ASA NCAC INCE

Re: **Barrier Noise Study**
DogsWorld
400 SW 7th Street
Stuart, FL 34994
ED+A 221383

Mr. Phillips,

Edward Dugger + Associates (ED+A) conducted long-term sound level measurements at 603 Commerce Way West (DogsWorld) in Jupiter, Florida between September 21, 2022 and September 27, 2022. The measurements were conducted to document ambient sound levels in the area near the facility's exterior Dog Park. The resulting data were reviewed to assess the impact of allowing dogs outside on ambient sound levels and to determine what, if any, influence the number of dogs in the yard may have on these changes.

Please contact ED+A with any questions or comments.

Sam Shroyer of ED+A installed a Type I acoustical measurement system at DogsWorld on September 22, 2022. The system continuously logged sound levels until its removal from the property on September 30, 2022. However, measurement data obtained after September 27, 2022 were not included in the measurement period due to atmospheric effects related to Hurricane Ian. The measurement location was roughly 15 ft from the Dog Park. The measurement microphone was oriented vertically on a tripod and housed in a weather-protective windscreen 12 ft above hard ground. The system and its components (listed in Table 1) were calibrated by ED+A personnel during the installation and removal of the system from the property.

Measured one-hour equivalent-continuous sound levels (L_{eq})—or time-average sound levels—are tabulated in Table 2 and plotted in Figures 1 to 9. As depicted in these figures, sound levels at the measurement location follow a pattern that is typical of measured sound levels in developed suburban areas: ambient sound levels increase each morning with traffic in the surrounding area, remaining relatively stable throughout most of the day before gradually falling to the lower levels observed during late-night and early-morning hours.

DogsWorld provided ED+A with a log identifying the specific times at which groups of dogs were present in the Dog Park; these records have been attached to this report. Using this document, ED+A determined the total number of dogs using the Dog Park and the largest group size during each hour of the measurement period; these values are presented alongside measured sound levels in Tables 3 and 4 and Figures 1 to 6.

Though the time-history plots demonstrate increases in ambient sound level following the introduction of dogs to the Dog Park, they do not reveal readily identifiable correlation between measured ambient sound levels and neither the number of dogs per hour nor the size of the groups. One-hour L_{eq} did not exceed 80 dB—the maximum permissible sound level allowed at the source property line between 8:00 a.m. and 10:00 p.m., per Section 20-151(b) of the City of Stuart Code of Ordinances. The measurement location was 15 ft from the Dog Park. The Dog Park is enclosed only by a chain link fence, which would not reduce the level of sound emanating from the Dog Park. Solid barriers—concrete and vinyl walls—have been included in the design of the DogsWorld proposed for 400 SW 7th Street in Stuart, Florida to attenuate sound propagating to areas beyond the Dog Parks.

For these reasons, ED+A does not believe that a restriction on the number of dogs in the Dog Parks at the proposed DogsWorld—to be located at 400 SW 7th Street in Stuart, Florida—will have any notable influence on the level of sound emanating from the parks.

Table 1. Measurement Equipment

Manufacturer	Model	Serial Number	Laboratory Calibration
Brüel and Kjær	Type 2250-L Analyzer	3003089	April 12, 2022
Brüel and Kjær	Type 4952 Outdoor Microphone	3077206	April 28, 2022
Brüel and Kjær	Type 4231 Sound Calibrator	2394124	August 29, 2022

Table 2. One-Hour L_{eq}

Interval	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep
L 0000		56.9	58.7	61.0	57.1	67.5
L 0100		56.4	61.0	63.1	56.3	55.4
L 0200		56.8	61.8	59.8	56.0	56.3
L 0300		56.4	57.2	62.8	57.2	55.4
L 0400		56.3	58.7	56.9	57.6	59.4
L 0500		57.6	57.6	55.5	59.4	60.8
L 0600		65.4	62.9	57.8	67.4	65.1
L 0700		72.8	64.4	60.3	70.1	72.1
L 0800		70.3	71.1	61.9	70.6	68.1
L 0900		70.5	66.2	65.6	69.9	67.3
L 1000		69.3	68.7	66.5	68.0	76.7
L 1100		70.0	69.3	68.8	70.9	71.8
L 1200		69.8	67.7	64.8	70.2	67.0
L 1300		69.2	70.1	73.0	71.6	69.0
L 1400		69.3	72.0	74.8	68.6	69.9
L 1500	74.9	70.3	71.3	75.5	75.2	67.2
L 1600	74.7	69.6	74.3	72.9	69.6	70.5
L 1700	72.9	69.1	70.8	75.2	68.6	66.7
L 1800	71.7	70.0	62.7	75.4	70.5	69.0
L 1900	69.0	64.8	64.5	58.5	64.5	65.6
L 2000	59.5	78.8	74.4	60.7	61.8	68.5
L 2100	59.5	61.1	67.6	60.9	59.0	73.3
L 2200	58.5	58.6	74.5	57.3	56.8	81.6
L 2300	60.5	59.2	69.1	60.1	59.2	83.7

Figure 1. One-hour L_{eq}
September 22, 2022

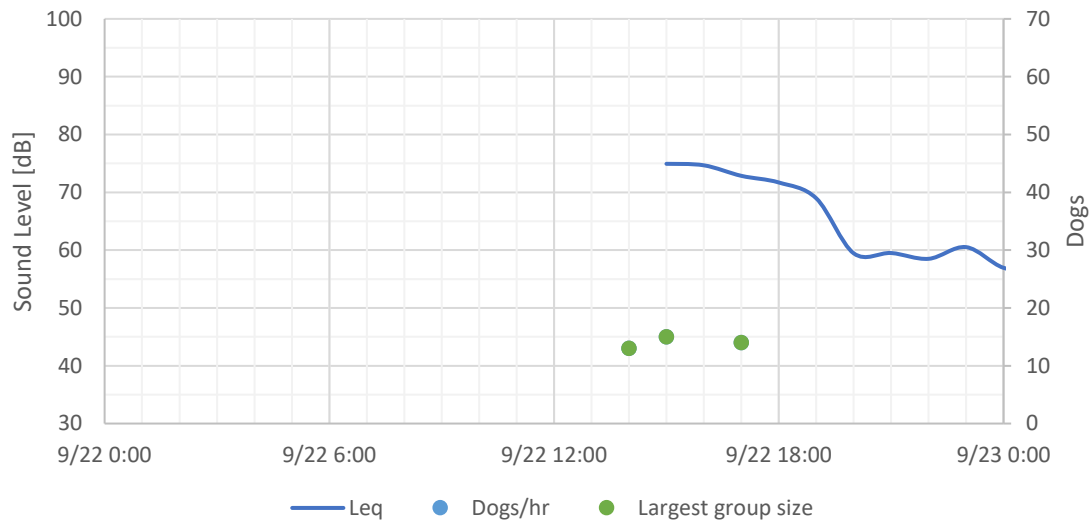


Figure 2. One-hour L_{eq}
September 23, 2022

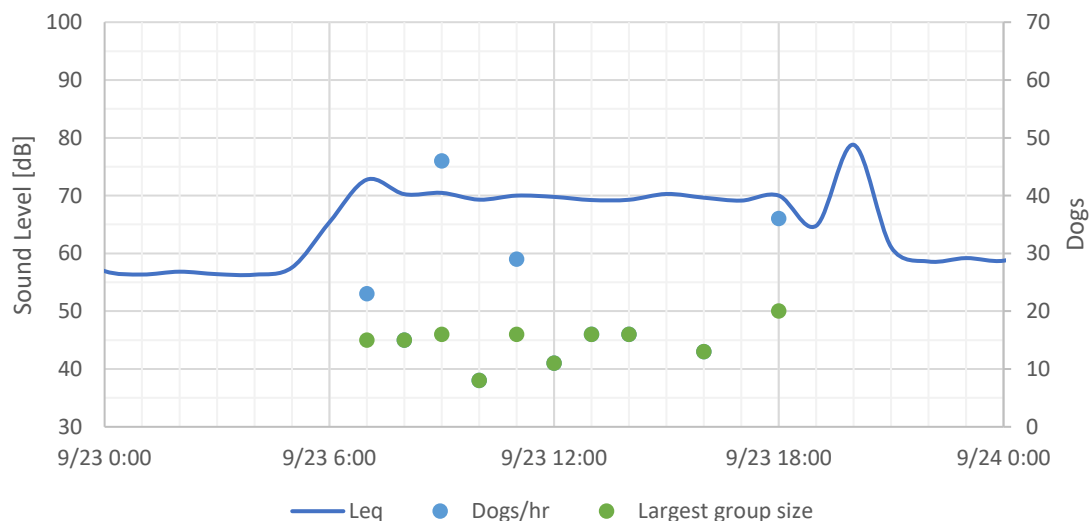


Figure 3. One-hour L_{eq}
September 24, 2022

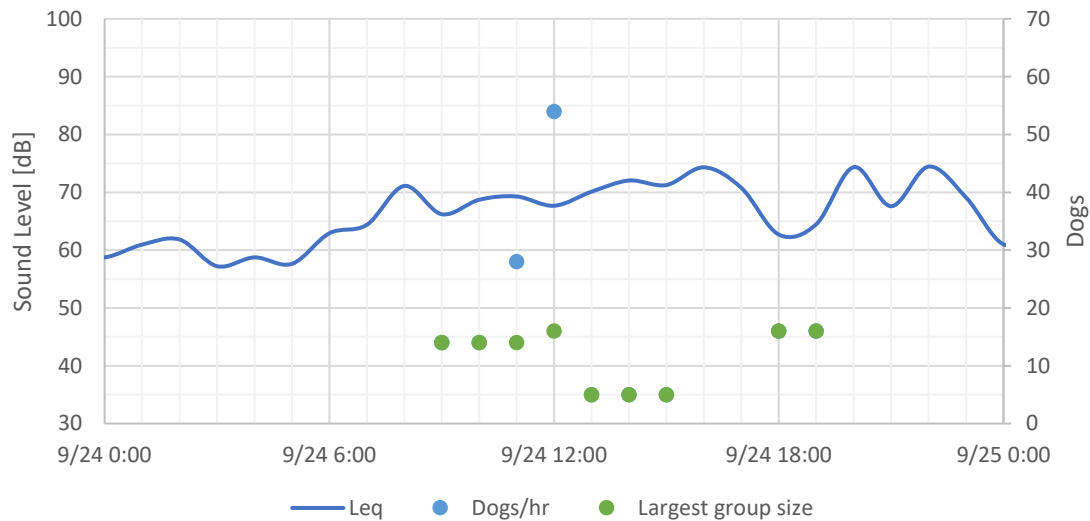


Figure 4. One-hour L_{eq}
September 25, 2022

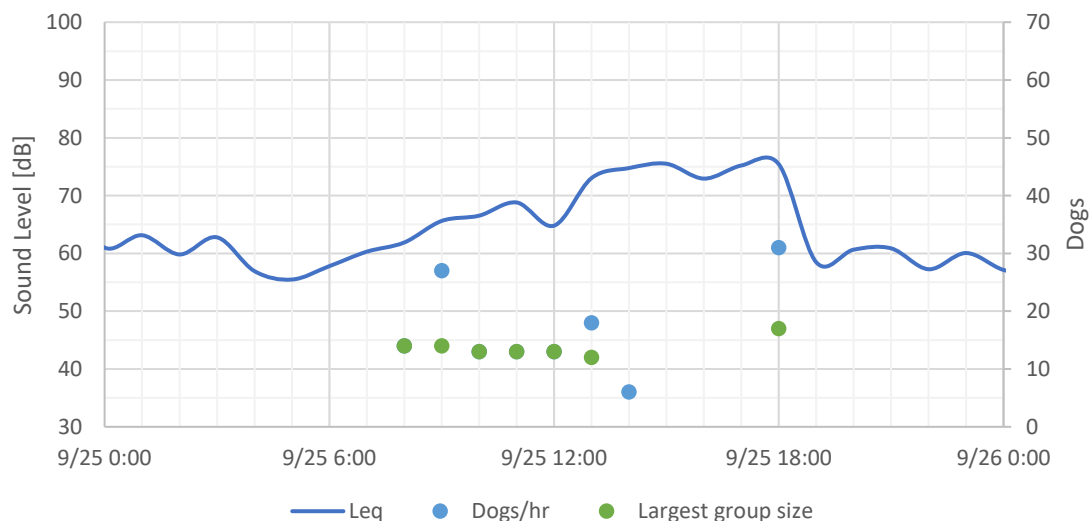


Figure 5. One-hour L_{eq}
September 26, 2022

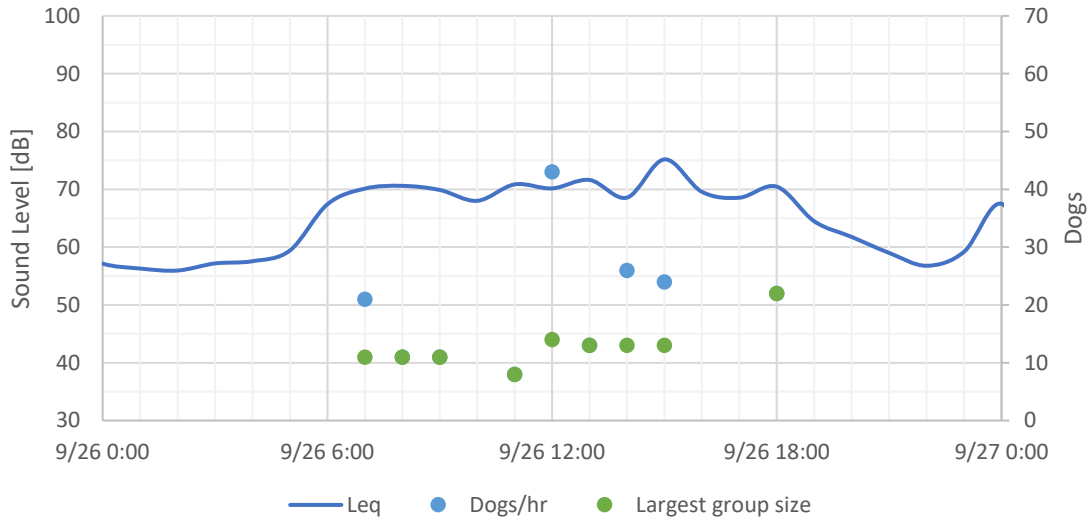


Figure 6. One-hour L_{eq}
September 27, 2022

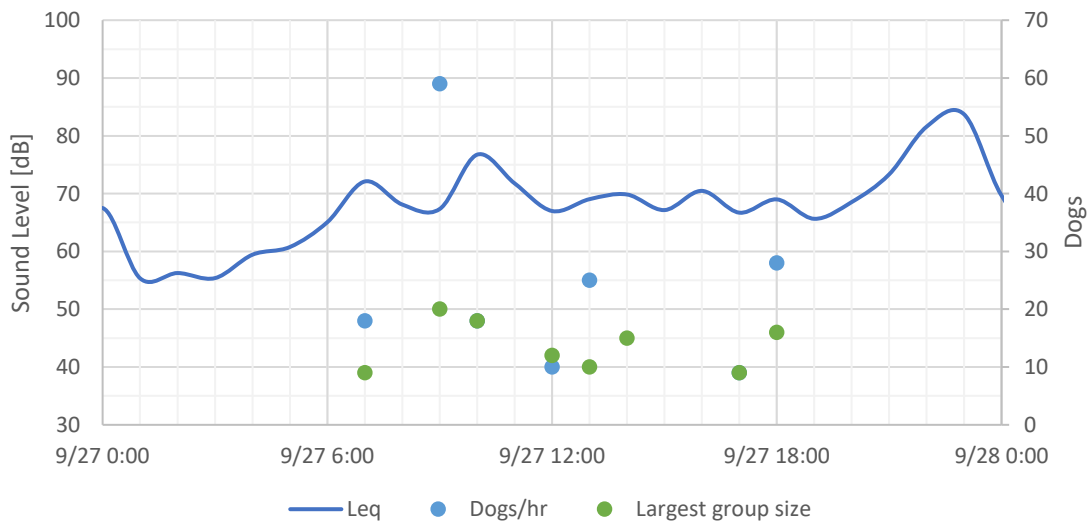


Table 3. Dog Group Information & L_{eq} 9/22/22 to 9/25/22			
Time	L_{eq}	Dogs/hr	Largest group size
9/22 15:00	74.9	15	15
9/22 17:00	72.9	14	14
9/23 7:00	72.8	23	15
9/23 8:00	70.3	15	15
9/23 9:00	70.5	46	16
9/23 10:00	69.3	8	8
9/23 11:00	70.0	29	16
9/23 12:00	69.8	11	11
9/23 13:00	69.2	16	16
9/23 14:00	69.3	16	16
9/23 16:00	69.6	13	13
9/23 18:00	70.0	36	20
9/24 9:00	66.2	14	14
9/24 10:00	68.7	14	14
9/24 11:00	69.3	28	14
9/24 12:00	67.7	54	16
9/24 13:00	70.1	5	5
9/24 14:00	72.0	5	5
9/24 15:00	71.3	5	5
9/24 18:00	62.7	16	16
9/24 19:00	64.5	16	16
9/25 8:00	61.9	14	14
9/25 9:00	65.6	27	14
9/25 10:00	66.5	13	13
9/25 11:00	68.8	13	13
9/25 12:00	64.8	13	13
9/25 13:00	73.0	18	12
9/25 14:00	74.8	6	6
9/25 18:00	75.4	31	17

Table 4. Dog Group Information & L_{eq} 9/26/22 to 9/27/22			
Time	L_{eq}	Dogs/hr	Largest group size
9/26 7:00	70.1	21	11
9/26 8:00	70.6	11	11
9/26 9:00	69.9	11	11
9/26 11:00	70.9	8	8
9/26 12:00	70.2	43	14
9/26 13:00	71.6	13	13
9/26 14:00	68.6	26	13
9/26 15:00	75.2	24	13
9/26 18:00	70.5	22	22
9/27 7:00	72.1	18	9
9/27 9:00	67.3	59	20
9/27 10:00	76.7	18	18
9/27 12:00	67.0	10	10
9/27 13:00	69.0	25	15
9/27 17:00	66.7	9	9
9/27 18:00	69.0	28	16

Proper Daycare

Proper daycare minimizes or eliminates barking in group play. This is achieved through many formal techniques, but prime among them are:

- Evaluating dogs with their owners prior to permitting them to participate on the property
- Grouping dogs by play style, size, temperament, and energy level
- Using positive reinforcement and abstention of positive reinforcement, rather than punishment, which intensifies stress
- Physical intervention at the first sign of aggression or territorial behavior
- Resource management with toys in the play yard
- Immediate removal of dogs exhibiting barking, stress, aggression, or other anxiety symptoms
- Providing a time-out area that is away from other dogs and isolated

Industry standards are 1 person for every 10 to 15 dogs, with a second person available to multiple handlers simultaneously to remove dogs that become overly aggressive or stressed. Staff have constant radio communication and dogs have constant supervision. Staff are trained to watch for signs of fear, anxiety, or stress before they engender barking or fighting.

Outside areas range from 40 sq ft per small dog up to 100 sq ft per large dog. This translates into about 600 square feet for each small dog play yard and 1,500 square feet for each large dog play yard, assuming 10 to 15 dog groups.

DogsWorld will offer alternatives for unsocialized dogs, older dogs, puppies, and overly energetic or aggressive dogs. These might include private play, enrichment sessions or leash walks.

Excessive barking is caused solely by stress. When dogs are having fun, they bark rarely or not at all. Noise, including excessive barking, is actually a stress in itself, often causing response barking from other dogs.

Operating Procedures

All well run kennel facilities should have an operations manual as well as staff certification. DogsWorld has both. Their training and operating manual incorporates the latest methods and philosophy of dog day care and will continue to reference those standards into the future.

Prime among those standards is recognizing and responding to canine behaviors that identify precursors to barking behavior. DogsWorld utilizes standard observation techniques that are recommended by FearFree and other organizations.

From the DogsWorld manual:



Dog Body Language: Observing the body language of all dogs and intervening any time you see fear or nervous signals is very important to keep all dogs safe during group play.

- Polite:
 - Indirect arcing approach to each other
 - Relaxed body postures
 - Gently wagging tail
 - Averted eyes (soft or squinting)
 - Muzzle-to-face greeting moving down body
 - Nose-to-rear circling
 - Equalizing body postures
- Stress Signals show that a dog is not comfortable with the dog's interactions or behavior of a dog or dogs in the group. Keep a close eye on dogs in the "victim" position, one who is being chased or on the bottom during a wrestling game. A dog that is not comfortable may respond aggressively to protect themselves, common signs include:
 - Clawing or jumping (can be at people, gates or doors)
 - Closed mouth
 - Dilated pupils
 - Drooling
 - Half-moon eyes (white on side of eye is visible)
 - Lip-licking
 - Looking away
 - Panting/change in breathing pattern without physical exertion
 - Piloerection or raised hackles
 - Scratching/Sniffing/Stretching out of context
 - Shaking off to release stress
 - Yawning
- Arousal and aggression are closely linked and can escalate quickly into aggression or fights between dogs. Not all aggressive displays are fights, some displays appropriate dog-to-dog communication. Watch for these warning signs:
 - Stiffness or tension in legs, body, posture, face or muzzle
 - Freezing-tense body and holding breath
 - Direct stare-without blinking and a tense body posture
 - Snarling- lip curl showing teeth is a low-level signal
 - Growling-combined with tense posture, snarl or is deep in pitch
 - Resource guarding-aggressive displays related to a possession (ball, toys, water bowl, people, other dogs, or physical space) redirect the dog and move them from the object. Claim the item and remove it
 - Snapping at air

Recognizing these behaviors is critical to avoiding barking and fighting. Dogs are removed or redirected in play yards when they exhibit negative behavior or begin to vocalize with snaps or yelps. Dogs that bark are removed and brought inside to time-out areas that are isolated from other dogs.

Equally important is the initial evaluation of dogs. New dogs to the facility must be evaluated for temperament and behavior with other dogs. DogsWorld has an existing, strict protocol for temperament testing new dogs as well as dog behavior testing for play groups. Dogs that cannot work well in play groups will be provided with one-on-one enrichment and training.

Exterior Noise Control

The control of exterior kennel noise has some features that are similar to the control of interior noise and some that are unique to the outside environment.

🐾 No Exterior Runs:

DogsWorld Canine Resort will not have old-style, individual, exterior dog runs. These elicit barking responses for attention, which inevitably will get other dogs barking as well.

🐾 Operational Procedures:

DogsWorld Canine Resort incorporates protocols and procedures for playtime and dog movement inside and outside the building. The dogs would be fully supervised with at least 1 person for every 10 to 15 dogs in each play area at any time.

🐾 DogsWorld Training and Certification:

DogsWorld Canine Resort is the only pet care facility in the area that requires all employees to go through a nationwide recognized Pet Care Certification from The Professional Pet Boarding Council. This certifies them in managing group play, first aid, dog psychology, understanding canine body language, minimizing vocalization, and redirecting undesirable behaviors. Each employee must go through rigorous training, which includes both 12 hours of online classes and a minimum of 20 hours of practical training. Additionally, they must be cleared from the Operation Manager based on direct observation of their skill sets.

🐾 Set Operational Procedures to Return Barking Dogs:

DogsWorld Canine Resort would incorporate a procedure that calls for the return of a barking dog to the confines of the indoor kennel. Dogs seldom bark excessively when given direct attention and having people nearby permits a more rapid response if a particular animal needs to be brought back inside. Furthermore, many dogs will quickly learn that barking shortens their outside playtime and will voluntarily limit barking.

🐾 Limited Visibility to Outside Stimuli:

The barrier around the play yards will be at least seven feet tall and made from concrete block. This limits visibility to outside stimuli, such as cars and other dogs and will help to minimize reverberation back into the play area. This barrier is not for barking noise but to eliminate outside stimulation such as cars and people walking by.

🐾 Use of Masking Noise:

Just as it is effective inside the facility, masking noise is effective outside as well. The exterior masking noise would be quiet music or background sounds playing at an audible level in the outside play area. The appropriate sounds are soothing, such as quieter classical music, “new age” music, “nature sounds”, waterfall sounds, etc.

C. Scott Learned, P.E.

Wednesday, November 2, 2022



Body Language and Signs of FAS in Dogs

	Relaxed	Anatomy	Stressed	
	Soft; loose	Face	Skin taut; wrinkled brow; lips pulled back; tense jaw	
	Almond shape; normal pupils; soft eye	Eyes	Dilated pupils; prolonged staring or avoiding eye contact; whale eye	
	Neutral; back, but not flattened; loose	Ears	Out to the side; flat against head	
	Flexible neck to tail	Spine/Posture	Rigid and/or stiff	
	Level with topline; slightly above or below; wagging	Tail*	High above topline; tucked; wagging	
	Mouth open or closed; lips—long, soft, commissures relaxed	Mouth	Mouth closed; lips—short, tense; snarl; lip lift; bite	



*Curly, docked tail—evaluate in light of what is typical for that breed

FAS (FEAR, ANXIETY & STRESS) SCALE

HIGH FAS

Level 5

Significant signs of FAS with aggression such as growling, lunging, barking, hissing, snarling, and/or snapping. Intolerant of procedures.

Level 4

Significant signs of FAS without aggression, such as immobility, fidgeting, escape behavior, dilated pupils, excessive panting (dog), increased respiratory rate, trembling, tense closed mouth, ears back, tail tucked or thrashing (cat). May or may not be accepting any types of reinforcers. Not interested in interacting with team members and may be showing active avoidance (moving away).

MODERATE FAS

Level 3

Displays more than 2 moderate signs of FAS occurring more than 4 times in a minute. May refuse reinforcements for brief moments. Might take treats roughly at times. May also be hesitant to interact with team members but not actively avoiding team members.

Level 2

Displays 1 to 2 moderate signs of FAS, such as ears slightly back or to the side, tail down, furrowed brow, slow movements or overly attention seeking, and/or panting with a tighter mouth (dog), occurring 4 or less times a minute. Readily accepts reinforcement (treats, toys, and attention). Still soliciting social interactions with team members.

LOW FAS

Level 1

Displays 1 or 2 subtle signs of FAS, such as lip licking, avoids eye contact, turns head away without moving away, lifts paw, or partially dilated pupils, and/or panting but commissures of lips are relaxed, occurring less than 4 times a minute. Interested in reinforcers (treats, play, attention) and chooses to interact with the team members.

Level 0

No signs of FAS. Pet displays relaxed body language and solicits social interactions with team members.

STOP

- Little to no interest in treats, toys, and/or attention
- Fight, Freeze, or Flight Response
- Sedation + Pharmaceutical Nutraceutical PVP

CAUTION

- Moderate interest/disinterest in treats, toys, and/or attention
- Fidgeting, difficulty settling
- Pharmaceutical/Nutraceutical PVP

GO

- Readily accepts treats, toys, and/or attention
- Relaxed or subtle signs of FAS
- Nutraceutical PVP



Exhibit C

Conditions of Development

1. The use of the site will be for dog lodging (kennel), dog daycare, basic grooming, and the associated offices.
2. The following documents and plans are attached to this Major Urban Code Conditional Use:
 - a. Site Plan by Cotleur & Hearing, dated July 29, 2022, sheet 1 of 3.
 - b. Landscape Plan by Cotleur & Hearing, dated June 17, 2022, sheets 2 and 3 of 3.
 - c. Drainage Statement by Velcon Engineering & Surveying, LLC, dated July 22nd 2022.
 - d. Architectural Renderings (2 sheets) by Jill Maraist, MB Design.
3. Each dog park shall be screened with a six-foot high concrete wall with landscaping.
4. Use of the outdoor exercise area and dog walking shall only be between the hours of 6:00 a.m. and 8:00 p.m.
5. The number of dogs in the outdoor exercise area shall be limited to an area equal to or greater than the industry standard of 40 square feet for each small dog and 100 square feet for each large dog.
6. Policies and procedures will be based upon Fear Free or similar industry standard.
7. All staff supervising dogs will maintain certification from Fear Free or a similar industry standard.
8. Ratio of dog supervision will meet or exceed industry standards for 1 person for every 10 to 15 dogs, with a second person available to remove overly aggressive or stressed dogs.
9. Dog owners will be encouraged to access the site for pick up and drop from Colorado Avenue.
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13. Additional stormwater calculations details and exhibits shall be provided, if requested, prior to final site approval.

14. A building permit shall be obtained no later than 12 months from the approval date of the major urban code conditional use, and a certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.
15. Prior to the certificate of occupancy, a dumpster enclosure will be required which will include provision for recycling. Detailed plans and location for the dumpster shall be delineated on the site plan.



EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

ACOUSTICAL MODELING SUMMARY

Date: 25 August 2022

To: Justin Phillips
Owner

DogsWorld, LLC
603 Commerce Way
Jupiter, FL 33458

From: Sam Shroyer, ASA INCE
Edward Dugger, FAIA ASA NCAC INCE

Re: **Barrier Noise Study**
DogsWorld
400 SW 7th Street
Stuart, FL 34994
ED+A 221383

Mr. Phillips,

The following report has been prepared by Edward Dugger + Associates (ED+A) to document the modeled effect of sound level mitigation efforts included in the design of the proposed DogsWorld project at 400 SW 7th Street in Stuart, Florida. ED+A had previously submitted a project memorandum summarizing noise attenuation strategies being considered for the project. This report demonstrates the specific impact of these measures as implemented for this project.

Please contact ED+A with any questions or comments.

1239 SE Indian Street, Suite 103, Stuart, Florida 34997
T: 772-286-8351 www.edplusa.com AA26000667



EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

SUMMARY

DogsWorld (the Applicant) is proposing the retrofit of an existing office building at 400 SW 7th Street into a dog resort facility providing short- and long-term care and lodging services. The Commercial land use is located within an Urban Center (UC) zoning district and is adjacent to similar uses to its south, east, and west and residential properties to the north, on the opposite side of SW 7th Street..

The proposed design includes two exterior play areas: a 2,300 sq. ft. “Small Dog Park” on the east side of the building and a 6,750 sq. ft. “Large Dog Park” on the west side of the building. Though some noise will inevitably be generated in these areas, dogs are supervised by staff at all times and efforts are made to control, prevent, and limit barking.

Due to the proximity of the proposed facility to existing residential uses, the Applicant has incorporated mitigation measures suggested by ED+A into the design of the facility. This document has been prepared to demonstrate the effect of these measures—as calculated following standardized procedures—on sound levels emanating from the property. Acoustical modeling software was utilized to generate grid noise maps illustrating variations in sound pressure level in the project area.

The attached models illustrate the sound pressure level reduction provided by the proposed exterior barriers and demonstrate compliance with Stuart, Florida Code of Ordinances Article VI. Noise, Section 20-151(a) criteria.

ACOUSTICAL CALCULATIONS AND MODELING

The graphics accompanying this report were generated by the SoundPLAN Essential 5.1 acoustical modeling software, which calculates sound pressure levels over a selected geographical area following the procedures of ISO 9613-2:1996 (ANSI S12.62-2012).

Geographical and building information publicly available via Google Earth and Open Street Maps, respectively—are imported into the model to account for ground elevations and the location and height of existing buildings. The program uses this information to construction a “digital ground model” which serves as the base layer upon which objects (e.g., buildings, barriers), sources and receivers are placed. Google Earth and Open Street Map imagery depicting the project site and surrounding area were loaded into the model along with the site plan. The inclusion and alignment of these images ensures that any objects added to the model—such as exterior sound barriers and sound sources—are located as close to their actual proposed location as possible.

The calculations account for the attenuation of sound as it propagates away from its source to a specified receiving location under meteorological conditions favorable for propagation. This total attenuation provided is cumulative, accounting for attenuation

1239 SE Indian Street, Suite 103, Stuart, Florida 34997
T: 772-286-8351 www.edplusa.com AA26000667



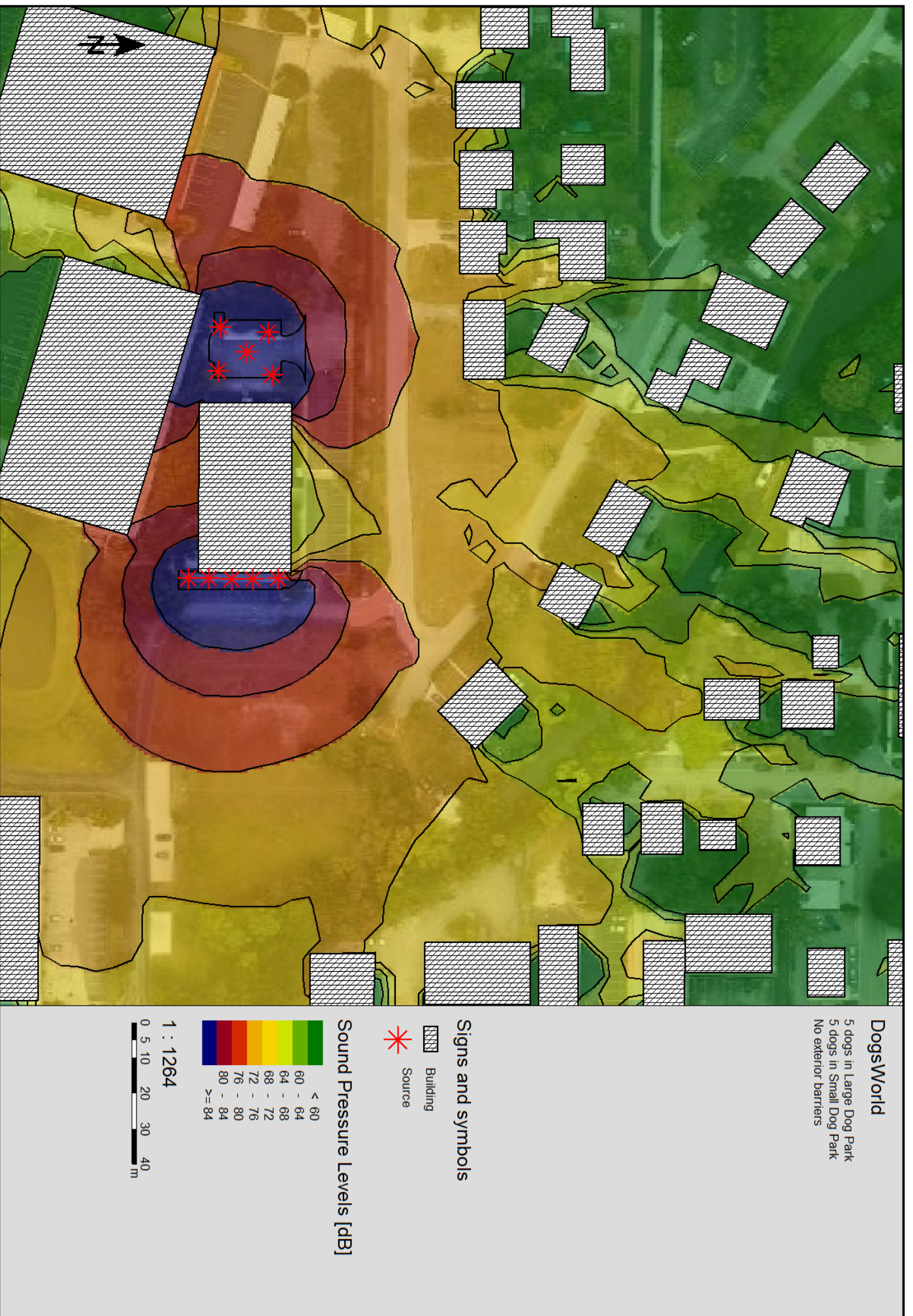
EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

provided by physical effects including geometrical divergence, absorption of sound by the atmosphere or ground surfaces, reflection of sound from solid surfaces, and screening by obstacles such as barriers and buildings. The summation of these contributing factors is subtracted from the sound power levels of the source(s) of interest included in the model in the form of a grid, with a predetermined distance between the individual points of the grid at a specified height above ground.

Sound power level and frequency spectrum data published by the Association of German Engineers (VDI) in the VDI 3770 standard and included in SoundPLAN Essential 5.1's database were utilized. The dataset provides varying sound power levels and adjustments for different sound source(s) and activities, such as that produced by a single dog or during socialization and training. The greatest sound power level included in the published data—111 dB—was used and the specific conditions or activities were not considered.

Following the standard methods described previously, the software calculated sound levels in the area surrounding the proposed facility with and without the effects of exterior barriers, including a 10 ft concrete wall surrounding the Large Dog Park on the west side of the property and an 8 ft vinyl wall surrounding the Small Dog Park on the east side of the property. Sound levels were also calculated with 6 ft barriers around the perimeter of both dog parks to illustrate the differences in reduction provided by varying wall heights. The cumulative impact of five sources in each area was modeled to simulate “worst-case” sound level conditions.

The results of these calculations are illustrated in the attached grid noise maps, which depict variations in sound level produced by the source(s) in 4 dB increments as represented by color-coded contour areas.

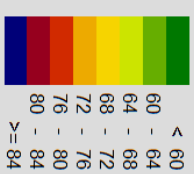


DogsWorld
 5 dogs in Large Dog Park
 5 dogs in Small Dog Park
 6 ft barriers

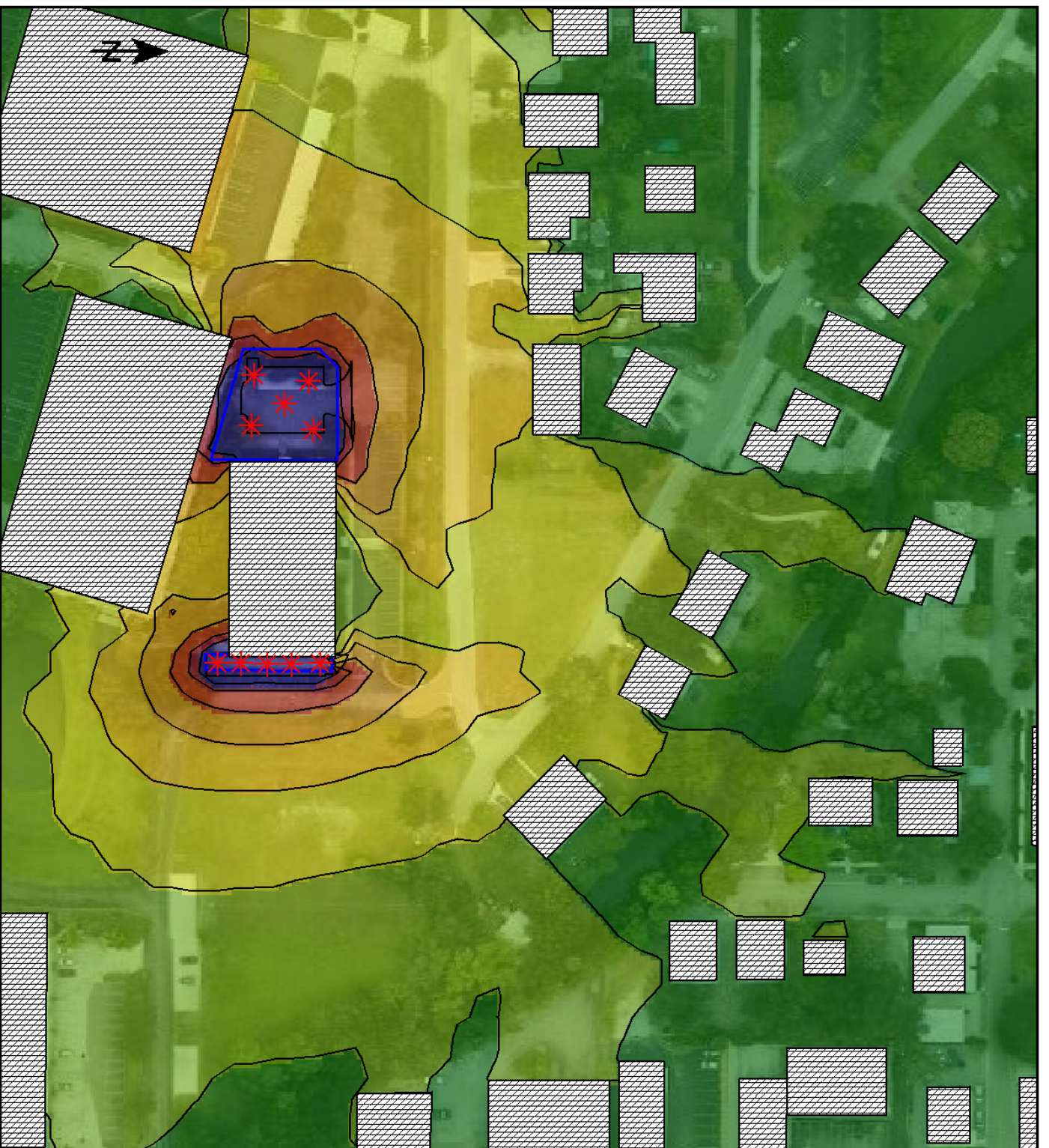
Signs and symbols

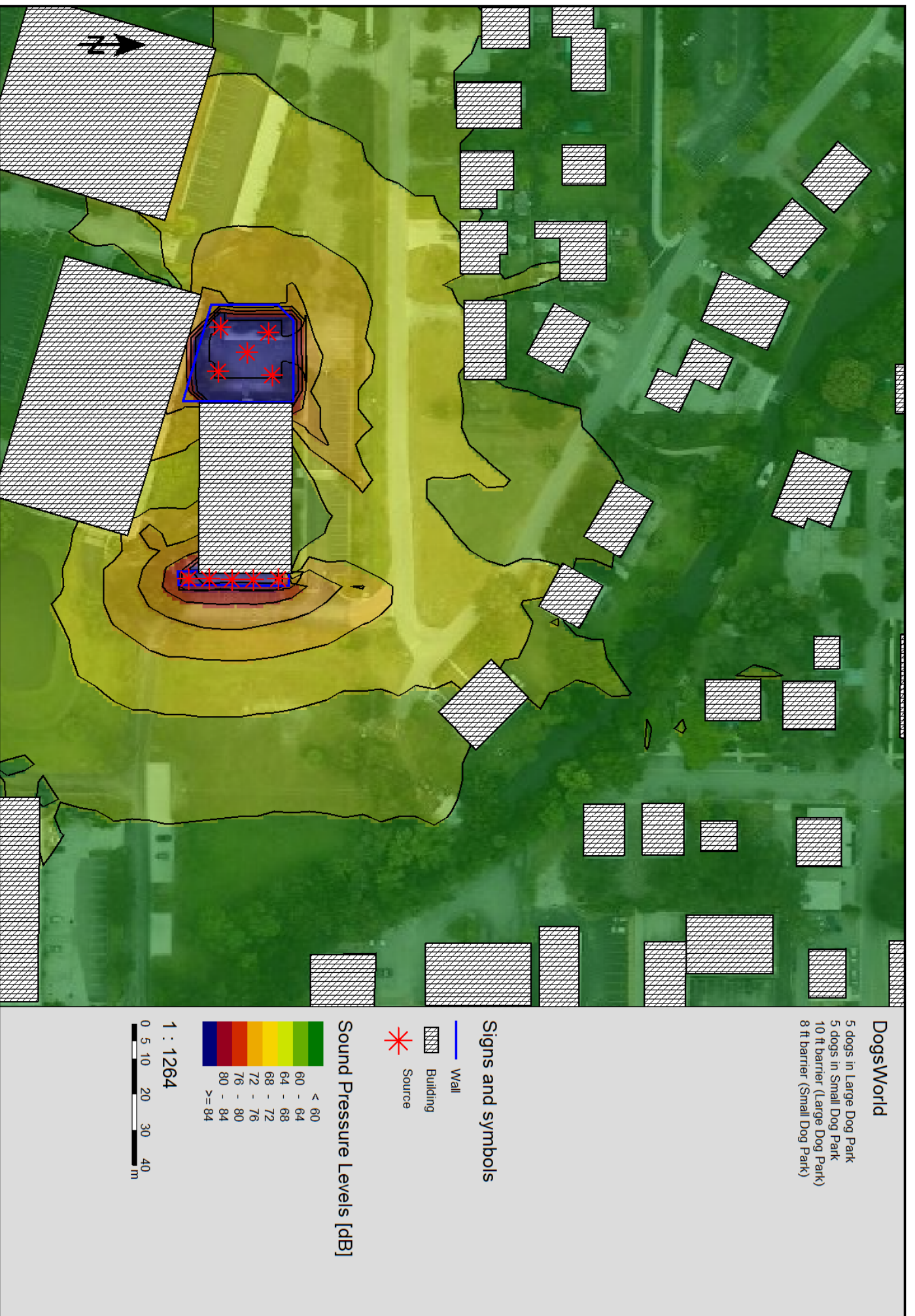
-  Wall
-  Building
-  Source

Sound Pressure Levels [dB]



1 : 1264







ACOUSTICAL MEASUREMENT SUMMARY

Date: 1 November 2022

To: Justin Phillips
Owner

DogsWorld, LLC
603 Commerce Way
Jupiter, FL 33458

From: Sam Shroyer, ASA INCE
Edward Dugger, FAIA ASA NCAC INCE

Re: **Barrier Noise Study**
DogsWorld
400 SW 7th Street
Stuart, FL 34994
ED+A 221383

Mr. Phillips,

Edward Dugger + Associates (ED+A) conducted long-term sound level measurements at 603 Commerce Way West (DogsWorld) in Jupiter, Florida between September 21, 2022 and September 27, 2022. The measurements were conducted to document ambient sound levels in the area near the facility's exterior Dog Park. The resulting data were reviewed to assess the impact of allowing dogs outside on ambient sound levels and to determine what, if any, influence the number of dogs in the yard may have on these changes.

Please contact ED+A with any questions or comments.

Sam Shroyer of ED+A installed a Type I acoustical measurement system at DogsWorld on September 22, 2022. The system continuously logged sound levels until its removal from the property on September 30, 2022. However, measurement data obtained after September 27, 2022 were not included in the measurement period due to atmospheric effects related to Hurricane Ian. The measurement location was roughly 15 ft from the Dog Park. The measurement microphone was oriented vertically on a tripod and housed in a weather-protective windscreen 12 ft above hard ground. The system and its components (listed in Table 1) were calibrated by ED+A personnel during the installation and removal of the system from the property.

Measured one-hour equivalent-continuous sound levels (L_{eq})—or time-average sound levels—are tabulated in Table 2 and plotted in Figures 1 to 9. As depicted in these figures, sound levels at the measurement location follow a pattern that is typical of measured sound levels in developed suburban areas: ambient sound levels increase each morning with traffic in the surrounding area, remaining relatively stable throughout most of the day before gradually falling to the lower levels observed during late-night and early-morning hours.

DogsWorld provided ED+A with a log identifying the specific times at which groups of dogs were present in the Dog Park; these records have been attached to this report. Using this document, ED+A determined the total number of dogs using the Dog Park and the largest group size during each hour of the measurement period; these values are presented alongside measured sound levels in Tables 3 and 4 and Figures 1 to 6.

Though the time-history plots demonstrate increases in ambient sound level following the introduction of dogs to the Dog Park, they do not reveal readily identifiable correlation between measured ambient sound levels and neither the number of dogs per hour nor the size of the groups. One-hour L_{eq} did not exceed 80 dB—the maximum permissible sound level allowed at the source property line between 8:00 a.m. and 10:00 p.m., per Section 20-151(b) of the City of Stuart Code of Ordinances. The measurement location was 15 ft from the Dog Park. The Dog Park is enclosed only by a chain link fence, which would not reduce the level of sound emanating from the Dog Park. Solid barriers—concrete and vinyl walls—have been included in the design of the DogsWorld proposed for 400 SW 7th Street in Stuart, Florida to attenuate sound propagating to areas beyond the Dog Parks.

For these reasons, ED+A does not believe that a restriction on the number of dogs in the Dog Parks at the proposed DogsWorld—to be located at 400 SW 7th Street in Stuart, Florida—will have any notable influence on the level of sound emanating from the parks.



Table 1. Measurement Equipment

Manufacturer	Model	Serial Number	Laboratory Calibration
Brüel and Kjær	Type 2250-L Analyzer	3003089	April 12, 2022
Brüel and Kjær	Type 4952 Outdoor Microphone	3077206	April 28, 2022
Brüel and Kjær	Type 4231 Sound Calibrator	2394124	August 29, 2022

Table 2. One-Hour L_{eq}

Interval	22-Sep	23-Sep	24-Sep	25-Sep	26-Sep	27-Sep
L 0000		56.9	58.7	61.0	57.1	67.5
L 0100		56.4	61.0	63.1	56.3	55.4
L 0200		56.8	61.8	59.8	56.0	56.3
L 0300		56.4	57.2	62.8	57.2	55.4
L 0400		56.3	58.7	56.9	57.6	59.4
L 0500		57.6	57.6	55.5	59.4	60.8
L 0600		65.4	62.9	57.8	67.4	65.1
L 0700		72.8	64.4	60.3	70.1	72.1
L 0800		70.3	71.1	61.9	70.6	68.1
L 0900		70.5	66.2	65.6	69.9	67.3
L 1000		69.3	68.7	66.5	68.0	76.7
L 1100		70.0	69.3	68.8	70.9	71.8
L 1200		69.8	67.7	64.8	70.2	67.0
L 1300		69.2	70.1	73.0	71.6	69.0
L 1400		69.3	72.0	74.8	68.6	69.9
L 1500	74.9	70.3	71.3	75.5	75.2	67.2
L 1600	74.7	69.6	74.3	72.9	69.6	70.5
L 1700	72.9	69.1	70.8	75.2	68.6	66.7
L 1800	71.7	70.0	62.7	75.4	70.5	69.0
L 1900	69.0	64.8	64.5	58.5	64.5	65.6
L 2000	59.5	78.8	74.4	60.7	61.8	68.5
L 2100	59.5	61.1	67.6	60.9	59.0	73.3
L 2200	58.5	58.6	74.5	57.3	56.8	81.6
L 2300	60.5	59.2	69.1	60.1	59.2	83.7

Figure 1. One-hour L_{eq}
September 22, 2022

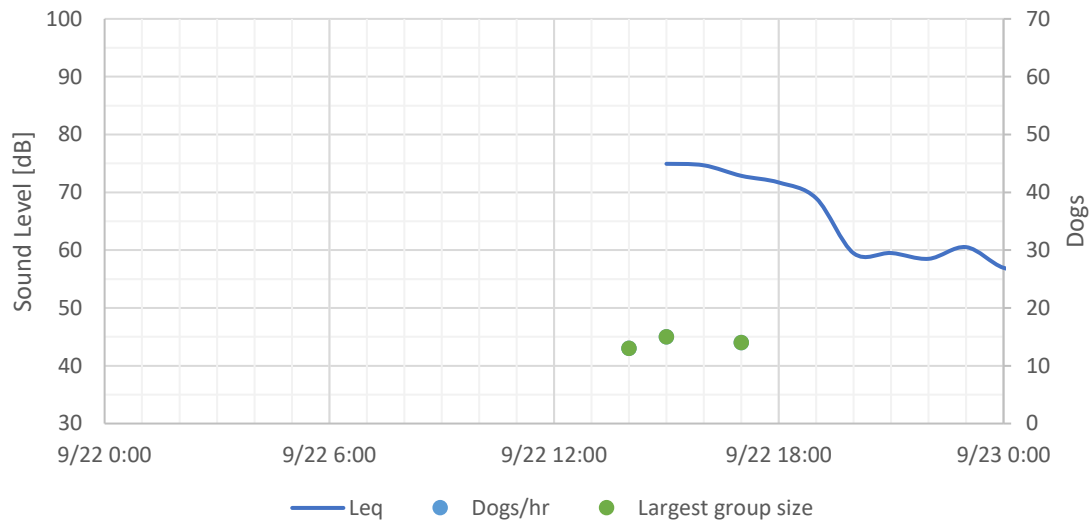


Figure 2. One-hour L_{eq}
September 23, 2022

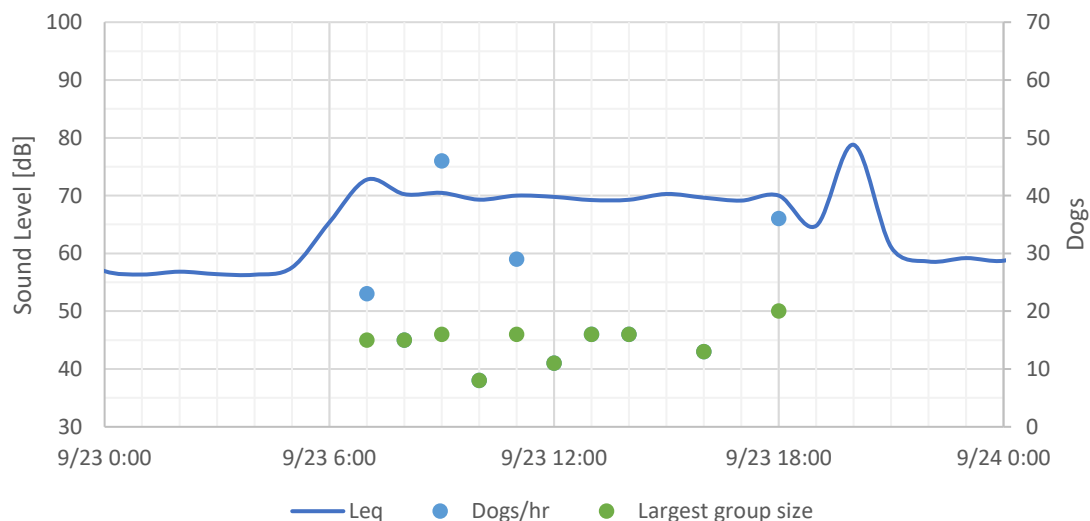


Figure 3. One-hour L_{eq}
September 24, 2022

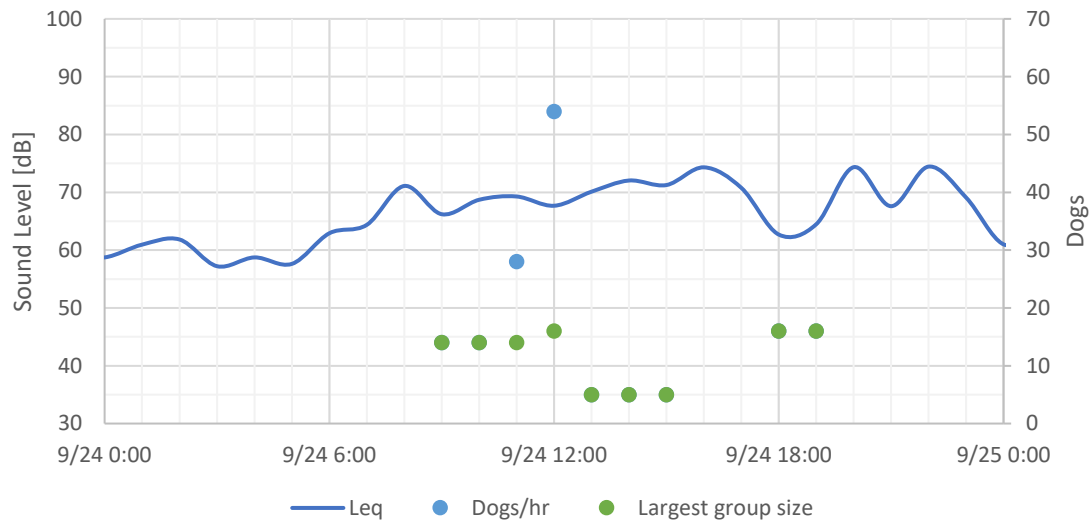


Figure 4. One-hour L_{eq}
September 25, 2022

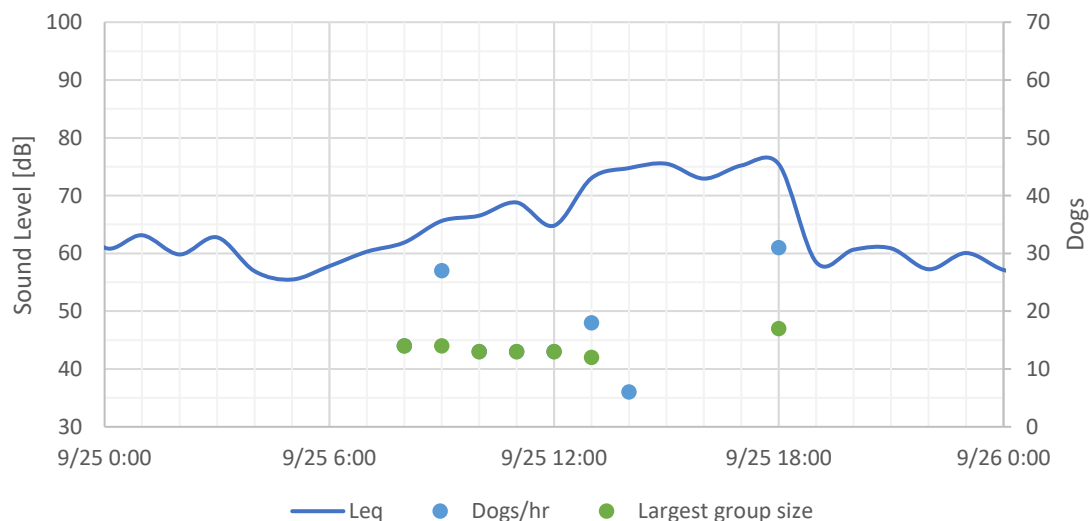


Figure 5. One-hour L_{eq}
September 26, 2022

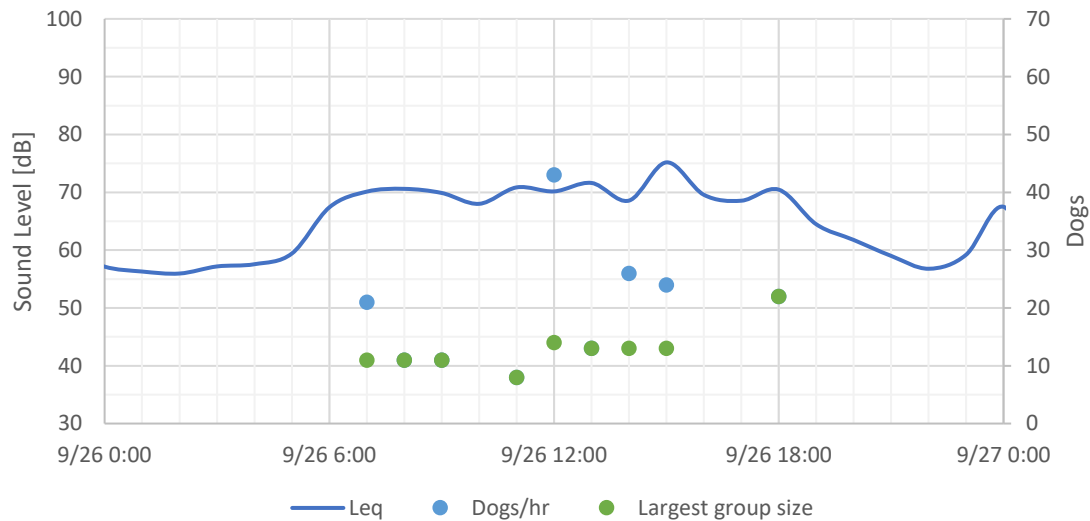


Figure 6. One-hour L_{eq}
September 27, 2022

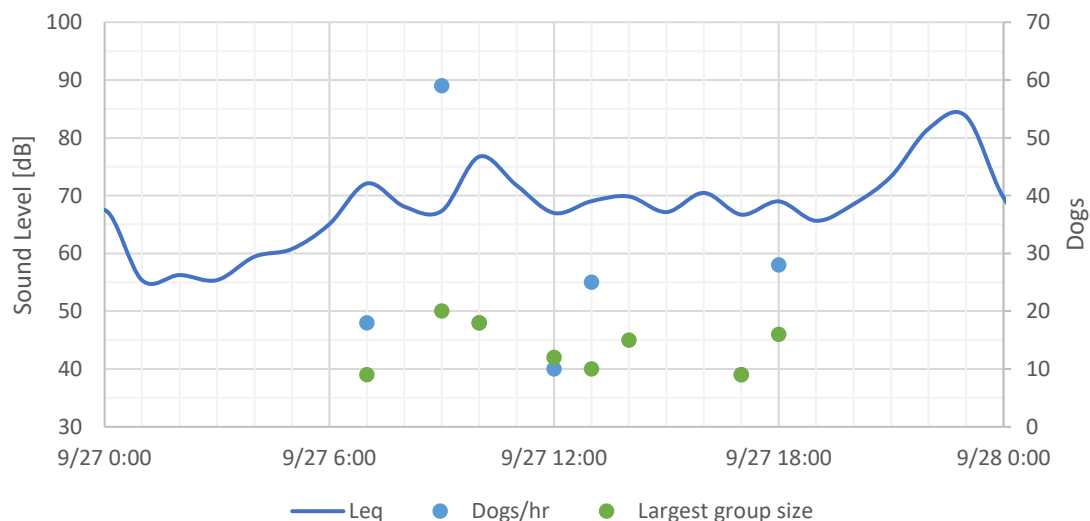


Table 3. Dog Group Information & L_{eq} 9/22/22 to 9/25/22			
Time	L_{eq}	Dogs/hr	Largest group size
9/22 15:00	74.9	15	15
9/22 17:00	72.9	14	14
9/23 7:00	72.8	23	15
9/23 8:00	70.3	15	15
9/23 9:00	70.5	46	16
9/23 10:00	69.3	8	8
9/23 11:00	70.0	29	16
9/23 12:00	69.8	11	11
9/23 13:00	69.2	16	16
9/23 14:00	69.3	16	16
9/23 16:00	69.6	13	13
9/23 18:00	70.0	36	20
9/24 9:00	66.2	14	14
9/24 10:00	68.7	14	14
9/24 11:00	69.3	28	14
9/24 12:00	67.7	54	16
9/24 13:00	70.1	5	5
9/24 14:00	72.0	5	5
9/24 15:00	71.3	5	5
9/24 18:00	62.7	16	16
9/24 19:00	64.5	16	16
9/25 8:00	61.9	14	14
9/25 9:00	65.6	27	14
9/25 10:00	66.5	13	13
9/25 11:00	68.8	13	13
9/25 12:00	64.8	13	13
9/25 13:00	73.0	18	12
9/25 14:00	74.8	6	6
9/25 18:00	75.4	31	17

Table 4. Dog Group Information & L _{eq} 9/26/22 to 9/27/22			
Time	L _{eq}	Dogs/hr	Largest group size
9/26 7:00	70.1	21	11
9/26 8:00	70.6	11	11
9/26 9:00	69.9	11	11
9/26 11:00	70.9	8	8
9/26 12:00	70.2	43	14
9/26 13:00	71.6	13	13
9/26 14:00	68.6	26	13
9/26 15:00	75.2	24	13
9/26 18:00	70.5	22	22
9/27 7:00	72.1	18	9
9/27 9:00	67.3	59	20
9/27 10:00	76.7	18	18
9/27 12:00	67.0	10	10
9/27 13:00	69.0	25	15
9/27 17:00	66.7	9	9
9/27 18:00	69.0	28	16

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

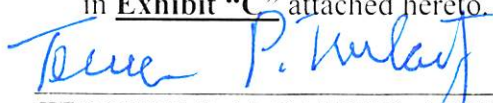
**AFFIDAVIT ATTESTING
TO NOTIFICATION**

Terence P. McCarthy, being first duly sworn, depose(s) and say(s):

1. Affiant is the attorney for **DogsWorld, LLC, a Florida limited liability company**, the contract vendee of the following described property which constitutes the location for which notification is required:

Address: - 400 SW 7th Street, Stuart, FL, 34994 (the "Property").

2. That a copy of the notice that was sent by U.S. Mail on October 11, 2022, to the surrounding property owners within 300 feet of the Property is set forth in Exhibit "A" attached hereto (the Notice").
3. The Notice was sent to property owners at their addresses set forth in Exhibit "B" attached hereto.
4. That photographs showing the placement of the notification signs are set forth in Exhibit "C" attached hereto.


TERENCE P. McCARTHY, AUTHORIZED AGENT

SWORN TO AND SUBSCRIBED before me this 25th day of October, 2022

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of Oct, 2022, by Terence P. McCarthy, who is ☐ personally known or has ☐ produced _____ as identification.

(Notary Seal)


Notary Public
DONNA BOTTTS
Printed Name
My Commission Expires: Dec 15, 2022

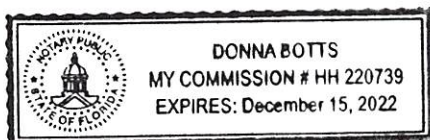


EXHIBIT “A”

Copy of Notice to Surrounding Property Owners

Notice to Surrounding Property Owners

Subject: **Public Hearing Before:**
City Commission

Petitioner: **DogsWorld**

Parcel ID #: 05-38-41-032-000-00010-0

Address of Property: **400 SW 7th Street, Stuart, FL 34994**

Proposed Request: Request for a Major Urban Code Conditional Use to Permit a Kennel on the subject property.

Dear Property Owner:

Please be advised that the City of Stuart will conduct one (1) public hearing before the City Commission on **Monday, November 14th at 4:00 p.m., or soon thereafter**, to consider the above request.

The public hearing will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart and via a Zoom link available prior to the meetings.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the City's Planning Consultant, Bonnie Landry, at (772) 266-9427, M-F 9:00 A.M. – 5:00 P.M.

Sincerely,

Bonnie C. Landry, AICP

Bonnie C. Landry, AICP
Planning Consultant
Blandry@ci.stuart.fl.us

Location Map

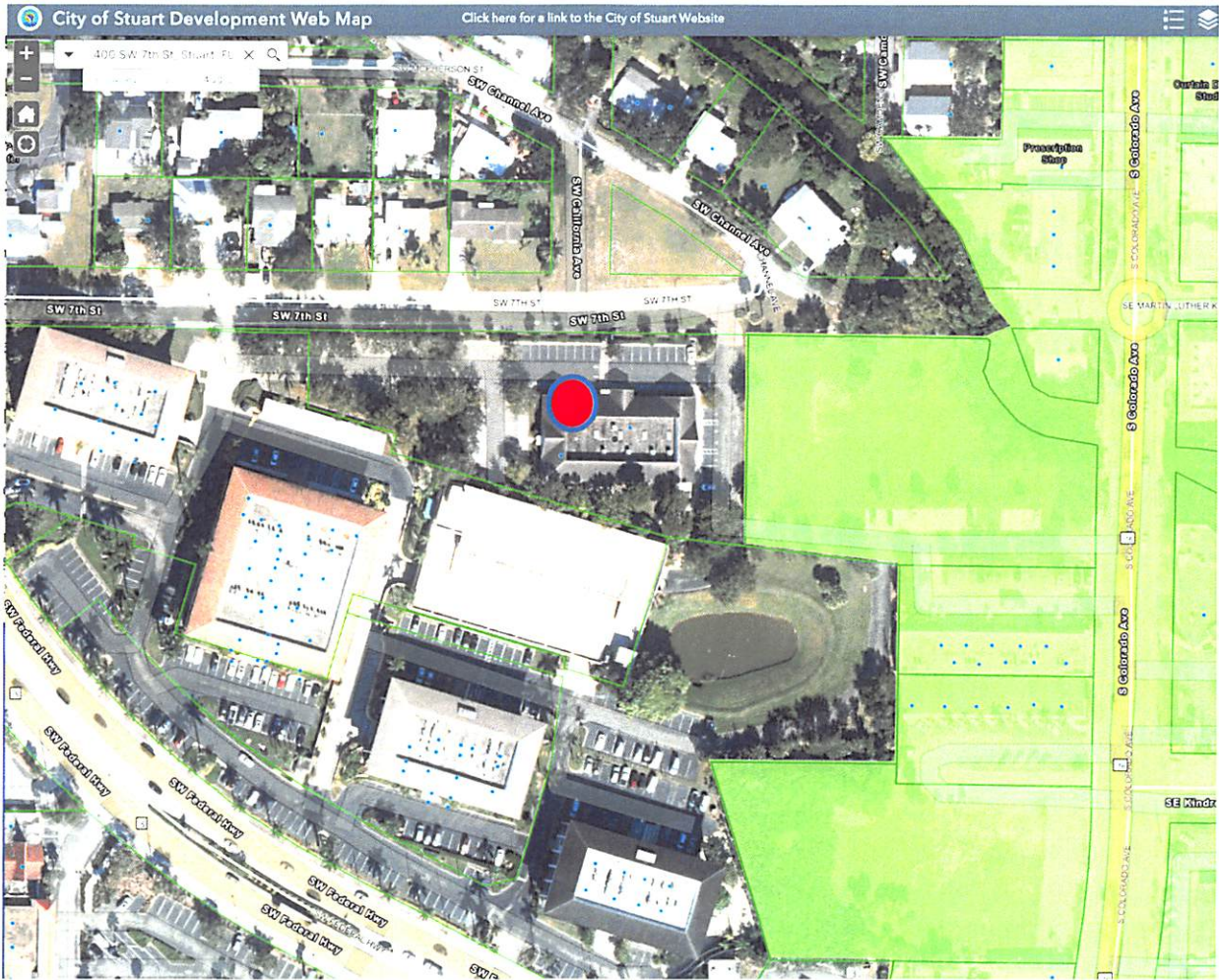


EXHIBIT “B”

List of Surrounding Property Owners



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

October 7, 2022

Ownership Search

Prepared For: McCARTHY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ, P.A.

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 300-foot area surrounding the following described parcel of land:

See Exhibit "A" attached hereto & made a part hereof.

TAX ID: See Exhibit "B" attached hereto
OWNER: & made a part hereof.
ADDRESS:

The apparent property owners of land surrounding the above referenced property are as follows: The list does not include any owners who qualify for confidentiality (See attached).

Iris M. Crews

icrews



736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

OWNERSHIP REPORT

SEARCH NO. P22-11802/IC

THE ATTACHED REPORT IS ISSUED TO McCARTHY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ, P.A. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE AMOUNT PAID FOR THE REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of a 300-foot area surrounding subject property. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership Report and the documents attached hereto.

The land referred to herein is described as follows:

See Exhibit "A" attached hereto & made a part hereof.

PRESTIGE TITLE AGENCY, INC.

736 Colorado Ave. Ste. A

Stuart FL 34994

By: *icrews*

Iris M. Crews

INSTR # 2259293
 OR BK 02502 PG 1236
 Pgs 1236 - 1237; (2pgs)
 RECORDED 02/14/2011 02:51:35 PM
 MARSHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 DEED DOC TAX 11,375.00
 RECORDED BY C Hunter

Prepared by and return to:
 Leonard Rutland, Jr., Esquire
 759 South Federal Highway Suite 218
 Stuart, FL 34994
 772-286-6341
 File Number: 11208.06

Purchase Price: \$1,625,000.00 [Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 9th day of February, 2011 between **Ted Glasrud Associates FL, LLC**, a Florida limited liability company, whose post office address is **1700 West Highway 36, Suite 650, Saint Paul, MN 55113**, grantor, and **The Construction Journal, Ltd.**, a Florida limited partnership whose post office address is **c/o Richard J. Goldman, 400 SW 7th Street, Stuart, FL 34994**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Martin County, Florida** to-wit:

Unit 1, RPFC, a commercial condominium, according to Declaration of Condominium recorded in ORB 02499, Page 1296, Public Records of Martin County, Florida.

Parcel Identification Number: 5-38-41-000-000-00193.00000

Subject to covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2010**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Exhibit A

DoubleTime®

Signed, sealed and delivered in our presence:

Kristen R Brown
 Witness Name: Kristen R Brown

Leonard Rutland Jr.
 Witness Name: Leonard Rutland Jr.

Ted Glasrud Associates FL, LLC

By: Glasrud Management, Inc., a corporation

By: Theodore G. Glasrud, President

(Corporate Seal)

State of Florida
 County of Martin

The foregoing instrument was acknowledged before me this 9th day of February, 2011 by Theodore G. Glasrud, President of Glasrud Management, Inc., a corporation, on behalf of the corporation, as Managing Member of Ted Glasrud Associates FL, LLC. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____



Exhibit "A"



Basic Info

PIN 05-38-41-032-000-00010-0	AIN 1108159	Situs Address 400 SW 7TH ST STUART FL	Website Updated 10/7/22
---------------------------------	----------------	--	----------------------------

General Information

Property Owners CONSTRUCTION JOURNAL LTD	Parcel ID 05-38-41-032-000-00010-0	Use Code/Property Class 1700 - 1700 Office blg non-prof1 story
Mailing Address C/O RICHARD GOLDMAN 400 SW 7TH ST STUART FL 34994	Account Number 1108159	Neighborhood 30300 Fed Hwy S of Roosevelt Bridge
Tax District STUART	Property Address 400 SW 7TH ST STUART FL	Legal Acres 1.6211
	Legal Description UNIT 1 RPFC COMMERCIAL CONDO PER DOC IN ...	Ag Use Size (Acre\Sq Ft) N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2022	\$ 0	\$ 1,482,610	\$ 1,482,610	\$ 0	\$ 1,482,610	\$ 0	\$ 1,482,610

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date 2/9/11	Grantor (Seller) TED GLASRUDD ASSOCIATES FL LLC	Doc Num 2259293
Sale Price \$ 1,625,000	Deed Type Wd Full Covenant and Warranty Deed	Book & Page <u>2502 1236</u>

Legal Description

UNIT 1 RPFC COMMERCIAL CONDO PER DOC IN OR 2499/1296 CONSISTING OF 70,614 SF LAND W/1 STY OFFICE BLDG

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

Exhibit

629 CHANNEL LLC
4527 SW SAND AVE
PALM CITY FL 34990

EAST OCEAN PROPERTIES I LLC
155 SE ALAMANDA WAY
STUART FL 34996

MARTIN L GREENE CORP
1664 SW SEAGULL WAY
PALM CITY FL 34990

ARENDT TIMOTHY R
414 W 7TH ST
STUART FL 34994

ELISON CM CALORADO AVE LLC
107 ABONDANCE DR
PALM BEACH GARDENS FL 33410

MAUTZ, ROBERT K II
633 CHANNEL AVE
STUART FL 34994

BARNES TRACY C
617 SW CHANNEL AVE
STUART FL 34994

GEARY LINDA R HERNANDEZ GONZALO JR
510 SE SOUTH CAROLINA DR
STUART FL 34994

MEULENGRACHT CURT W
425 SW MCPHERSON ST
STUART FL 34994

BRAID CHRISTINA BRAID MICHAEL
606 SW CAMDEN AVE
STUART FL 34994

GRAZI LEIF
PO BOX 1814
STUART FL 34995

MEULENGRACHT CURT W MCCracken
PATRICIA ANN
425 SW MCPHERSON ST
STUART FL 34994

BRUNER / JOHNSON LLC
875 SE MONTEREY COMMONS BLVD
STUART FL 34996

GUTHRIE, JOHN
409 MCPHERSON ST
STUART FL 34994

OCEAN KING APARTMENTS LLC
13280 NE 6TH AVE OFFICE 100
MIAMI FL 33161

CAMDEN AVENUE PROPERTIES LLC
630 S COLORADO AVE
STUART FL 34994

HERNANDEZ GONZALO JR GEARY LINDA R
404 SW 7TH ST
STUART FL 34994

OCEAN KING APARTMENTS LLC
13280 NE 6TH AVE OFFICE 100
MIAMI FL 33161

CARE PLUS ASSOCIATES INC
611 SW FEDERAL HWY #I
STUART FL 34994

HINKLEY INVESTMENTS INC
956 SW SAND OAK DR
PALM CITY FL 34990

ORR WILLIAM G ORR PAMELA
433 SW MCPHERSON ST
STUART FL 34994

CHASE JENNIFER K
649 SW CHANNEL AVE
STUART FL 34994

KILNER REECE
312 NE JULIA CT
JENSEN BEACH FL 34957

ROYAL PALM I INC
5094 SE FEDERAL HIGHWAY
STUART FL 34997

COLORADO PLAZA LLC JONES GROUP LLC
719 COLORADO AVE
STUART FL 34994

KJT PROPERTIES LLC
622 S COLORADO AVE
STUART FL 34994

RPFC CONDOMINIUM ASSOCIATION INC
759 SW FEDERAL HWY #217
STUART FL 34994

CONSTRUCTION JOURNAL LTD
400 SW 7TH ST
STUART FL 34994

MARTIN L GREENE CORP
1664 SW SEAGULL WAY
PALM CITY FL 34990

SLAUSON, GARY ROBERT
625 CHANNEL AVE
STUART FL 34994

SMITH TODD M SMITH PETER T
410 SW 7TH ST
STUART FL 34994

SOUTHWIND MOTEL PARTNERSHIP LTD
627 SW FEDERAL HWY
STUART FL 34994

STUCKEY JAMES M BROWN KENDRA T
PO BOX 1800
STUART FL 34995

TAYLOR ASHLEY PROPERTIES LLC
630 S COLORADO AVE
STUART FL 34994

TED GLASRUDE ASSOCIATES FL LLC
759 SE FEDERAL HWY #217
STUART FL 34994

TED GLASRUDE ASSOCIATES FL LLC
759 SE FEDERAL HWY #217
STUART FL 34994

TED GLASRUDE ASSOCIATES FL LLC
759 SW FEDERAL HIGHWAY #217
STUART FL 34994

THOMAS J HORNAMAN REVOCABLE TRUST
620 SW CHANNEL AVE
STUART FL 34994

TRAVIS LAWRENCE C
609 SE KRUEGER PKY
STUART FL 34996

TREASURE COAST INVESTMENT COMPANY
LLC
PO BOX 990
STUART FL 34995

EXHIBIT “C”

Posted Sign Photographs



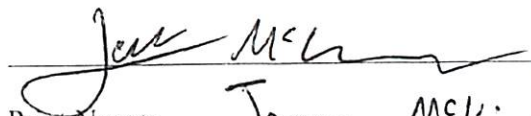
Commercial Real Estate Services, Worldwide.

100 SW Albany Avenue Suite 200, Stuart FL 34994
772-286-6292 NAISouthcoast.com

TO: McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A.

RE:

This letter is to certify that the above-referenced sign (attached hereto as Exhibit "A") was installed per City of Stuart, Florida requirements. This sign was posted according to and complies with the standard of Notice provisions Section 11.02.02, City of Stuart Land Development Regulations.

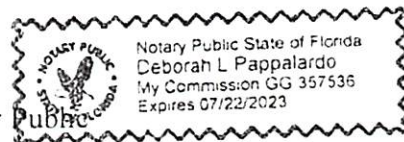

Print Name: James McKinney
Date: Oct. 21, 2022

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Oct, 2022, by James McKinney, who is ☒ IS personally known or ☐ has produced _____ as identification.


(Notary Seal)

Notary Public



Personally Known OR Produced Identification

Type of Identification Produced: _____

EXHIBIT "A"

Sign Photograph(s)



**NOTICE OF PUBLIC HEARING
MAJOR URBAN CODE CONDITIONAL USE
for Parcel ID # 05-38-41-032-000-00010-0**

**Request for a Major Urban Code Conditional Use to Permit a
Kennel on the subject property.**

**STUART COMMUNITY REDEVELOPMENT BOARD
SEPTEMBER 6th, 2022 @ 4:00 PM**

**STUART CITY COMMISSION
NOVEMBER 14th, 2022 @ 4:00 PM**

**STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION**



NOTICE OF PUBLIC HEARING
MAJOR URBAN CODE CONDITIONAL USE
for Parcel ID # 05-38-41-032-000-00010-0
Request for a Major Urban Code Conditional Use to Permit a
Kennel on the subject property.

STUART COMMUNITY REDEVELOPMENT BOARD
SEPTEMBER 6TH, 2022 @ 4:00 PM

STUART CITY COMMISSION
NOVEMBER 14TH, 2022 @ 4:00 PM

STUART CITY HALL 323 SW FLAGLER AVE. 772-088-5326 X. 30 AM-4:00 PM
WWW.STUARTFL.COM FOR MORE INFORMATION

NOTICE OF PUBLIC HEARING
MAJOR URBAN CODE CONDITIONAL USE
for Parcel ID # 05-38-41-032-000-00010-0

**Request for a Major Urban Code Conditional Use to Permit a
Kennel on the subject property.**

STUART COMMUNITY REDEVELOPMENT BOARD
SEPTEMBER 6th, 2022 @ 4:00 PM

STUART CITY COMMISSION
NOVEMBER 14th, 2022 4:00 PM

STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION





Stuart City Commission
November 14, 2022

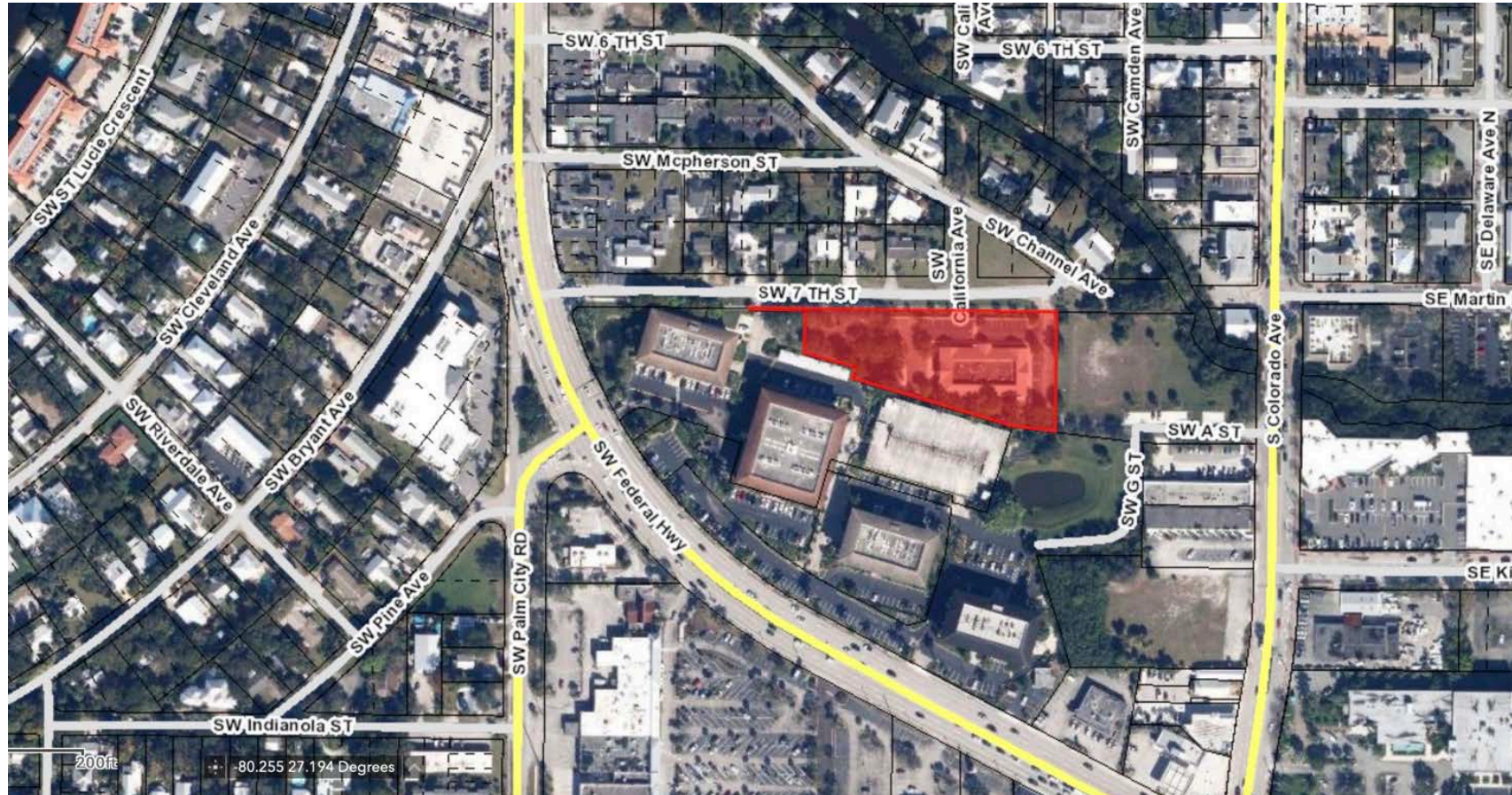
DogsWorld
400 SW 7th Street
RESOLUTION NO. 73-2022

Request

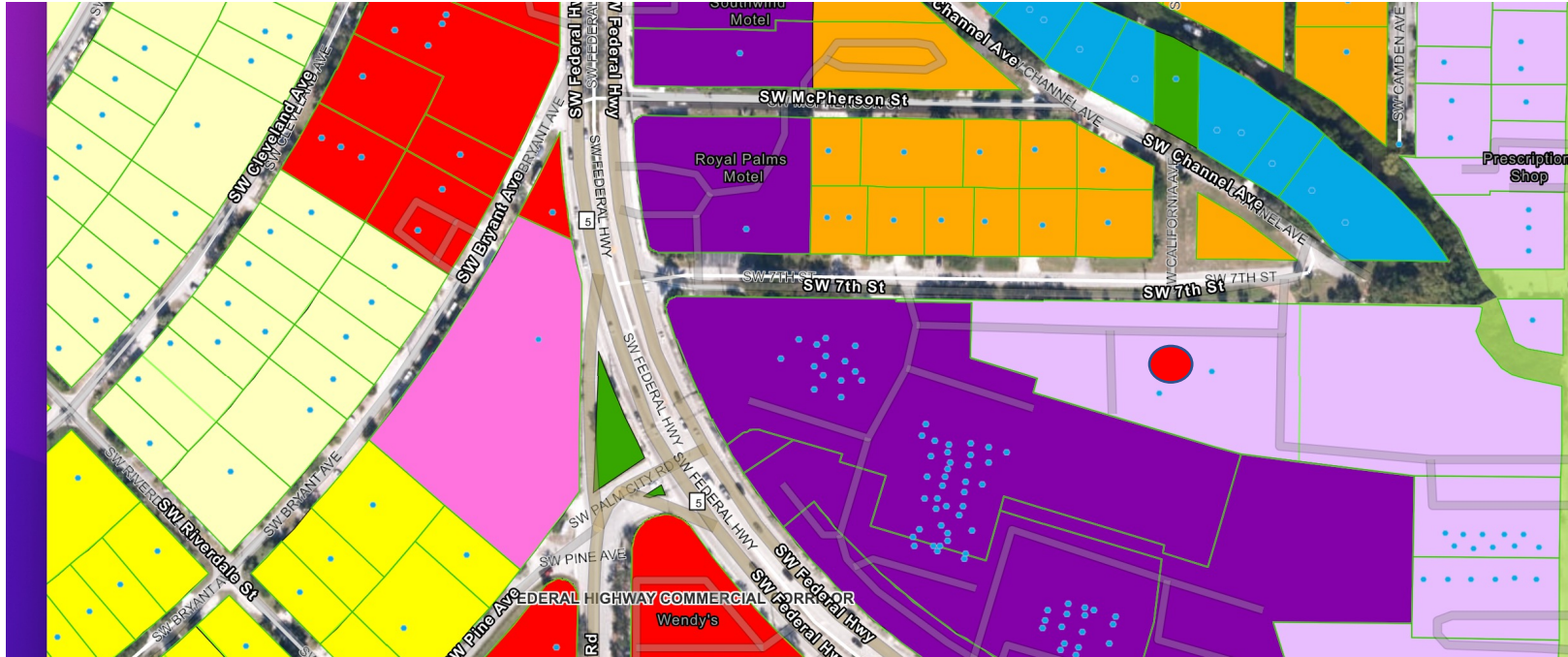
The request is to grant a Major Urban Code Conditional Use to develop a dog daycare and boarding services in the B-3 Zoning District.

Location

The subject property is approximately 1.62-acres in the vacant building formerly occupied by Construction Journal



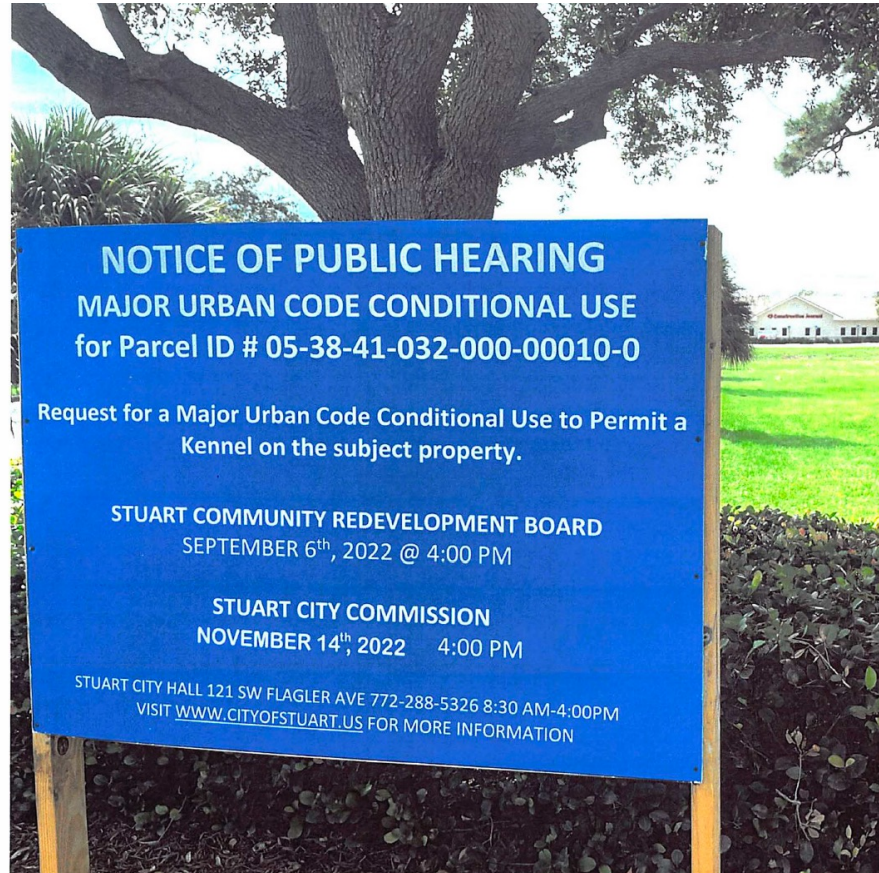
Zoning (B-3)



Future Land Use – Commercial (Downtown)



Public Notice



City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

Terence P. McCarthy, being first duly sworn, depose(s) and say(s):

1. Affiant is the attorney for **DogsWorld, LLC, a Florida limited liability company**, the contract vendee of the following described property which constitutes the location for which notification is required:

Address: - 400 SW 7th Street, Stuart, FL, 34994 (the "Property").

2. That a copy of the notice that was sent by U.S. Mail on October 11, 2022, to the surrounding property owners within 300 feet of the Property is set forth in **Exhibit "A"** attached hereto (the Notice").

3. The Notice was sent to property owners at their addresses set forth in **Exhibit "B"** attached hereto.

4. That photographs showing the placement of the notification signs are set forth in **Exhibit "C"** attached hereto.

Terence P. McCarthy
TERENCE P. MCCARTHY, AUTHORIZED AGENT

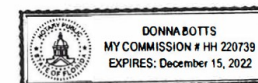
SWORN TO AND SUBSCRIBED before me this 25th day of October, 2022

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of Oct, 2022, by Terence P. McCarthy, who is ☐ personally known or has ☐ produced _____ as identification.

(Notary Seal)

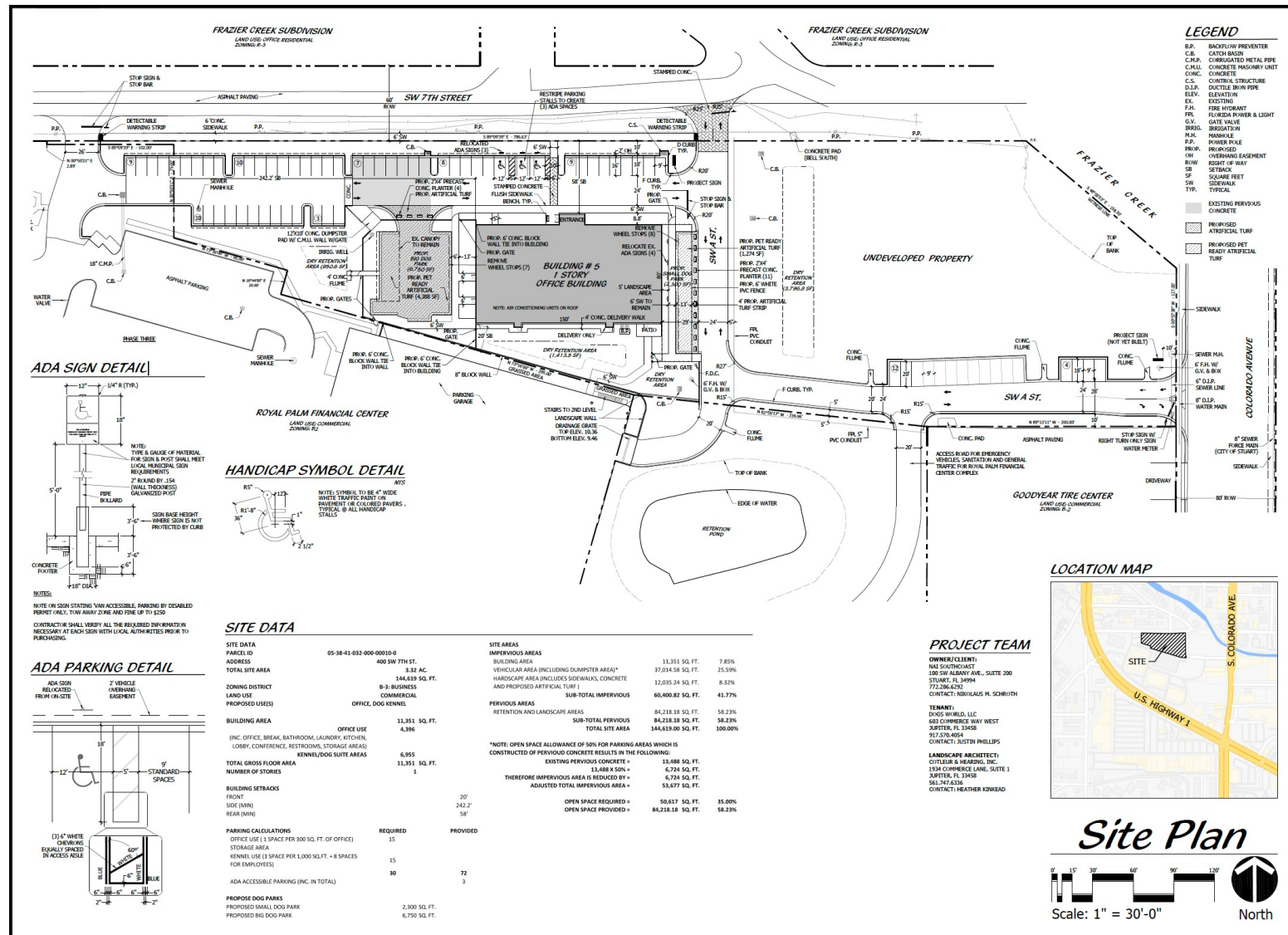
Donna Botts
Notary Public
DONNA BOTT
Printed Name
My Commission Expires: Dec 15, 2022



Details of Proposed Use

- Dog Overnight Lodging
- Dog Daycare
- Basic Grooming
- Small Dog Park (east side 2,300 sf)
- Large Dog Park (west side 6,750 sf)

Site Plan





Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite
Jupiter, Florida 33458

www.cotleurhearing.com
Lic# LC-0000239

Dog's World Resort

City of Stuart, Florida

DESIGNED _____ DEHA

DRAWN _____ JESRO

APPROVED _____ ESH

JOB NUMBER _____ 18-35103.03

DATE _____ 07-28-22

REVISIONS _____

1

SHEET

1 of 3

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 Every drawing is the property of Cotleur & Hearing and will not be loaned, copied, reproduced, or otherwise used without the express written consent of Cotleur & Hearing. Cotleur & Hearing is not responsible for errors or omissions in this drawing or for any consequences arising from its use. Cotleur & Hearing is not responsible for any damages, claims, or liabilities of any kind arising from the use of this drawing.

DATE: 09-29-2022 @ 10:42 AM
(Drawing) 18-35103.03 (SHEET)

1

SHEET

1 of 3

© COTLEUR & HEARING, INC.
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Floor Plan



PROPOSED FLOOR PLAN
NOT TO SCALE



space planning and architecture

M/S DESIGN ASSOCIATES, INC.
 18 FLORIDA AVE. SUITE 400
 APO FT. BELLEVILLE, FL 32909

P.O. Box 437
 Tampa, Florida 33616
 phone (813) 222-7800
 email info@designassociates.com

WILLIAM TRACY, ARCHITECT

DATE: _____

THE FOLLOWING CONTRACT IS BEING USED IN THE DESIGN OF THE PROJECT:

DESIGN CHARGE BUILDING CODE: 7TH EDITION
 BUILDING SYSTEMS: RESIDENTIAL, FLORIDA
 FUEL GAS: MEDICAL GAS, TEST PROTOCOLS
 FLOORING: 400-4500-2000-2000-2000-2000-2000
 ACCESSIBILITY AND SAFETY
 2003 NATIONAL BUILDING CODE
 2003 NATIONAL ELECTRICAL CODE, 7TH EDITION
 INCLUDING 400-4500-2000-2000-2000-2000-2000
 2003 NATIONAL MECHANICAL CODE

PROJECT NAME/LOCATION

400 S.W. 7TH STREET
STUART, FL

I (WE) HAVE REVIEWED THE DRAWINGS, UNDERSTAND THE WORK OUTLINED THEREIN, AND HEREBY APPROVE SAME FOR CONSTRUCTION.

BY: _____

DATE: _____

THESE DRAWINGS ARE BASED ON THE INFORMATION BEING PROVIDED. FIELD INSPECTORS AT EACH CONSTRUCTION STAGE MUST INFORM THE DESIGNER OF ANY CHANGES, OMISSIONS, DEVIATIONS AND/OR DISCREPANCIES. THE DESIGNER WILL BE RESPONSIBLE FOR CORRECTING AND/OR REDESIGNING THE DRAWINGS TO REFLECT THE CHANGES. THE DESIGNER WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

JOB # DGS WORLD - STUART
 DATE: 6-15-2022
 SCALE: VARIOUS
 DRAWN BY: JM

ISSUED: _____

REVISIONS: _____

SHEET NO: _____

Neighborhood Meeting

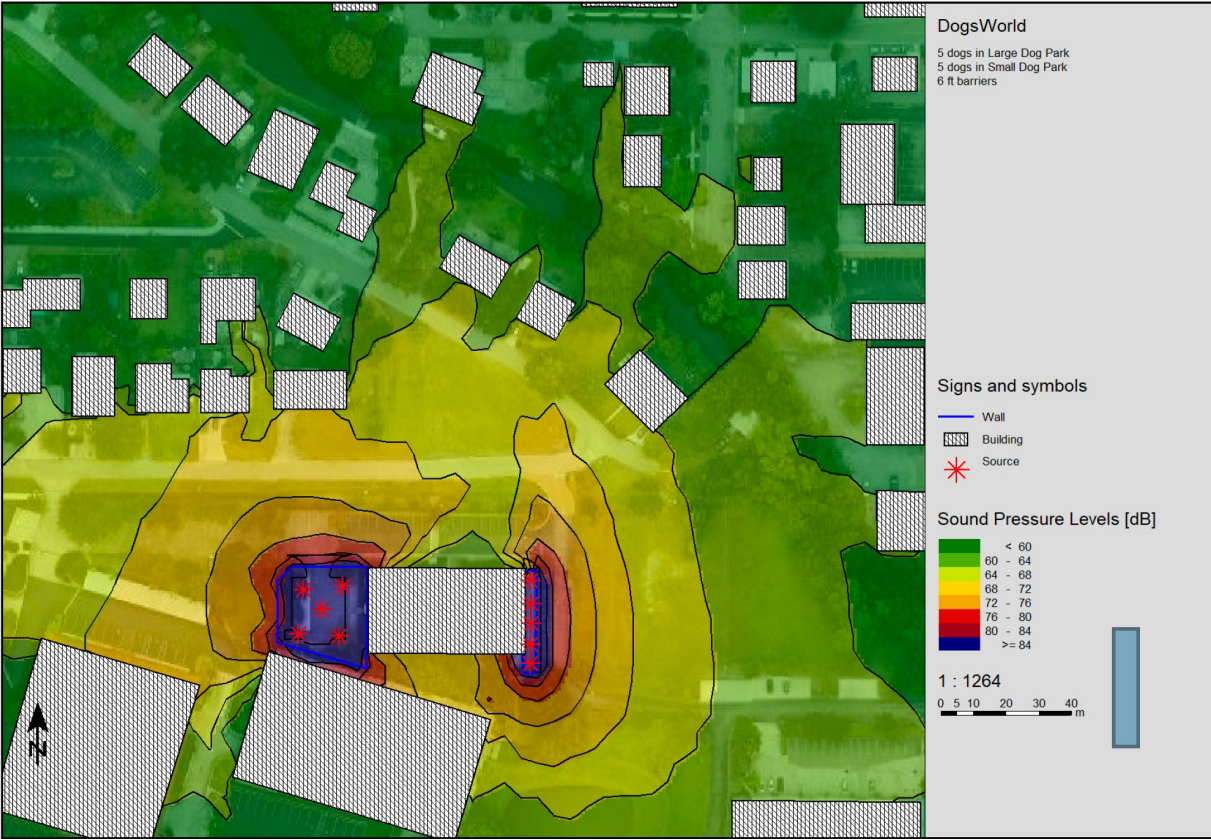
- May 18, 2022
- Four concerns expressed
 - Traffic
 - Noise
 - Odor
 - Hours of Operation

Actions by Applicant to Mitigate Concerns

- Noise Study completed August 25 to demonstrate compliance with Noise Ordinance
- Project Narrative provides methods to manage solid waste as well as sanitizing the outdoor areas
- Updated Noise Study November 1 of Jupiter location

Noise Study Exhibits

August Modeling Study



Both studies demonstrate compliance with Sec. 20-151 - Sound Regulation at property line no more than 80 decibels 8:00 a.m. to 10:00 p.m. and no more than 60 do decibels from 10:00 p.m. until 8:00 a.m.

Data from Live Study September



EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

Table 3. Dog Group Information & Leq 9/22/22 to 9/25/22			
Time	Leq	Dogs/hr	Largest group size
9/22 15:00	74.9	15	15
9/22 17:00	72.9	14	14
9/23 7:00	72.8	23	15
9/23 8:00	70.3	15	15
9/23 9:00	70.5	46	16
9/23 10:00	69.3	8	8
9/23 11:00	70.0	29	16
9/23 12:00	69.8	11	11
9/23 13:00	69.2	16	16
9/23 14:00	69.3	16	16
9/23 16:00	69.6	13	13
9/23 18:00	70.0	36	20
9/24 9:00	66.2	14	14
9/24 10:00	68.7	14	14
9/24 11:00	69.3	28	14
9/24 12:00	67.7	54	16
9/24 13:00	70.1	5	5
9/24 14:00	72.0	5	5
9/24 15:00	71.3	5	5
9/24 18:00	62.7	16	16
9/24 19:00	64.5	16	16
9/25 8:00	61.9	14	14
9/25 9:00	65.6	27	14
9/25 10:00	66.5	13	13
9/25 11:00	68.8	13	13
9/25 12:00	64.8	13	13
9/25 13:00	73.0	18	12
9/25 14:00	74.8	6	6
9/25 18:00	75.4	31	17

Fear Free Philosophy

Body Language and Signs of FAS in Dogs



Relaxed	Anatomy	Stressed
Soft; loose	Face	Skin taut; wrinkled brow; lips pulled back; tense jaw
Almond shape; normal pupils; soft eye	Eyes	Dilated pupils; prolonged staring or avoiding eye contact; whale eye
Neutral; back, but not flattened; loose	Ears	Out to the side; flat against head
Flexible neck to tail	Spine/Posture	Rigid and/or stiff
Level with topline; slightly above or below; wagging	Tail*	High above topline; tucked; wagging
Mouth open or closed; lips—long, soft, commissures relaxed	Mouth	Mouth closed; lips—short, tense; snarl; lip lift; bite



*Curly, docked tail—evaluate in light of what is typical for that breed

Solid Waste Management

- Bag waste immediately
- Regularly emptying dog waste receptacles
- Relocate the waste to the dumpster nightly
- Deodorize and disinfect the outdoor dog parks twice daily

Hours of Operation

- Monday through Friday from 7 a.m. until 7 p.m.
 - Playtime from 9 a.m. to 11 a.m. and 1 p.m. to 4 p.m.
- Weekends
 - Outdoor areas occupied 8 a.m. to 3 p.m.
 - Last walk for overnight dogs 7 p.m. until 8 a.m.

Staff recommended Conditions to mitigate concerns

Outdoor exercise areas shall be screened with a six-foot high concrete wall with landscaping

Hours of operation shall only be between the hours of 6:00 a.m. and 8:00 p.m.

The number of dogs in the outdoor exercise area shall be limited to industry standard based upon area for small dogs (40 sf) and large dogs (100 sf)

Fear Free or similar standards for policies, staff ratios and staff certifications

Recommendation

Staff recommendation:

CRB recommend the Stuart City Commission approve Resolution 73-2022 and the conditions set forth.

APPLICANT'S PRESENTATION



DOGSWORLD

400 SW 7th St, Stuart Fl

PETRESORT

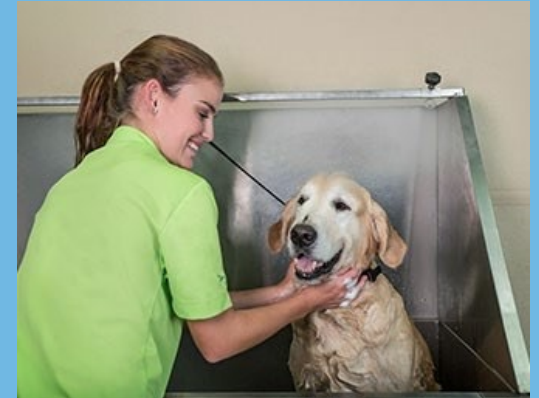
“AN ENTIRE WORLD DEVOTED TO YOUR BESTFRIEND”



**LUXURY DOG
BOARDING**



**SUPERIOR DOG
DAYCARE**



**EXCEPTIONAL DOG
BATHING AND SPA**

OUR UNIQUE PETCARE PHILOSOPHY

At DogsWorld, we are firm believers in what we call “The Dog Lifestyle.” The Dog Lifestyle recognizes that our dogs are not just pets or accessories, but full-fledged family members for whom we want the very best. There are no other pets that we interact with, exercise with, do sports with and take out with us into the world and include in our lives as much as dogs. Dog owners love to talk about their dogs and take their dogs out to meet other dog owners and their dogs. We want them to live the happiest and most enriching lives possible. We understand that, like us, they are extremely social animals and when we have to be apart from them we miss them and know how much they miss us.

Our mission at DogsWorld Resort is to make sure that your dog will have the most fun, fulfilling time they could have, in the healthiest and safest environment possible, when you can't be there to take care of them. That is our promise, whether they come for extended lodging, daycare or just a quick visit to our spa. In order to make this a reality we have designed a new, better kind of experience so that both our clients and their canines can enjoy The Dog Lifestyle to the fullest.



NEIGHBORHOOD

400 SW 7th St

12,360 sf

1.62 acres

Surrounding Properties

Office

Retail

Residential

Hotel





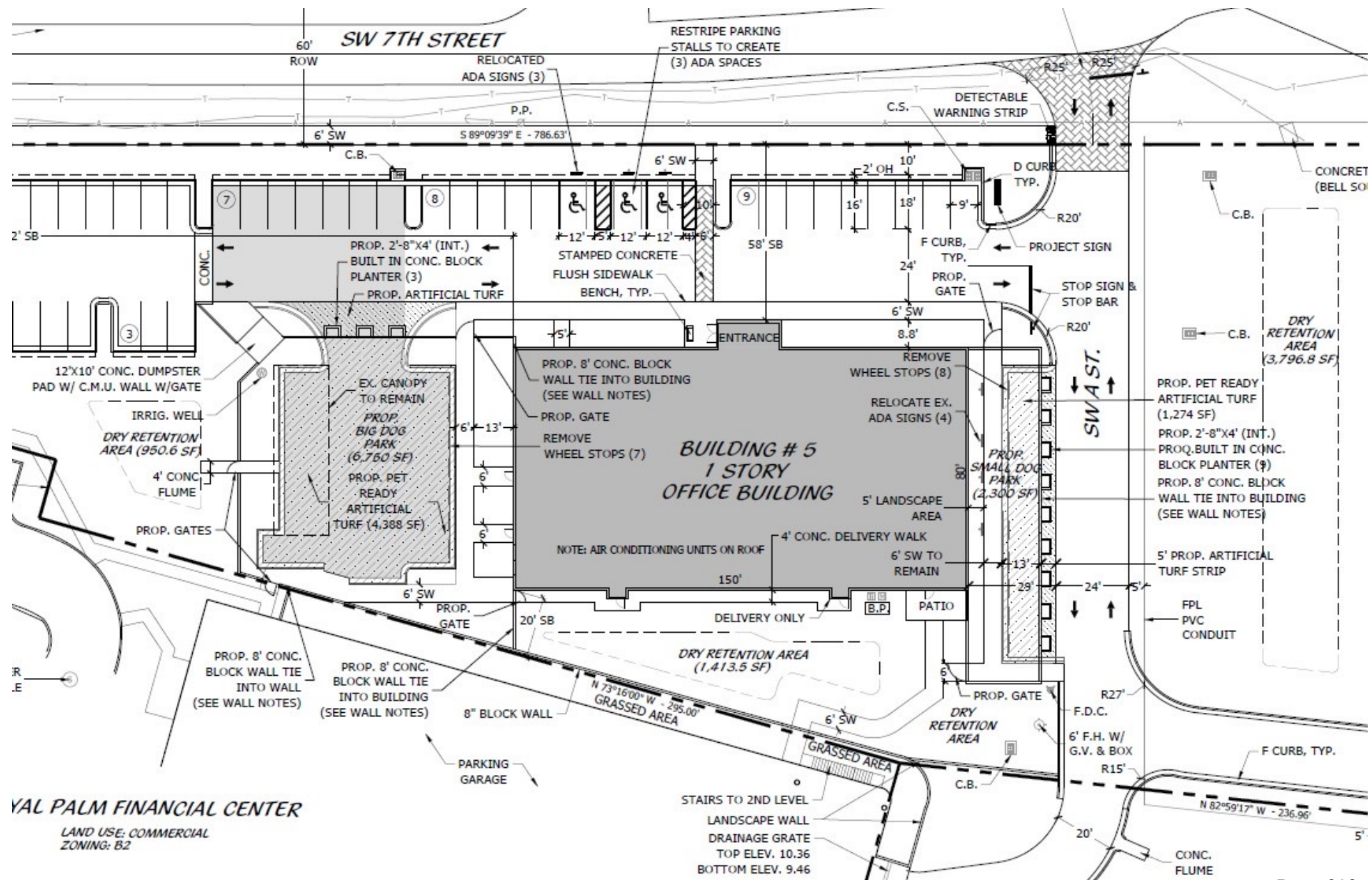
CHANGES TO SITE

SITE PLAN

Walls

Landscaping

Access



VAL PALM FINANCIAL CENTER
LAND USE: COMMERCIAL
ZONING: B2

OPERATIONAL QUESTIONS



**HOURS OF OPERATION: M-F 7 AM – 7 PM
SAT- SUN 9AM – 3PM
OUTDOOR PARK: 7:30 AM - 6:30 PM**

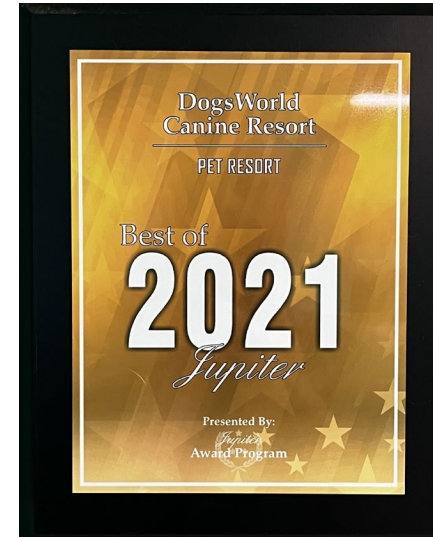


**WASTE:
- BAGGED IMMEDIATELY
- DISINFECTED AND DEODORIZED TWICE DAILY**



**GROUP PLAY:
- SMALL GROUP SIZE (1:15)
- FEAR FREE CERTIFIED DOG HANDLING
-WELL TRAINED STAFF**

AWARDS & CERTIFICATIONS



GIVING BACK TO OUR COMMUNITY



- DogsWorld has been the largest single donor to the United States War Dog Association for the past 4 years running.
- To date we have raised over \$40,000 to help find permanent homes for retiring war dogs.



DOGSWORLD

400 SW 7th St, Stuart Fl

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Bonnie Landry

Title of Item:

FIRE STATION 3 - REZONE FROM CPUD TO PUBLIC (QUASI-JUDICIAL)(RC):

ORDINANCE No. 2506-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject property is located on a parcel that has recently been assigned a future land use of Public by the City Commission. The prior CPUD zoning is no longer appropriate requires amendment. This ordinance will rezone the parcel from CPUD to Public, which will bring it into compliance with the new Future Land Use of Public. The rezoning is in compliance with the Comprehensive Plan and is compatible with the surrounding zoning.

The Local Planning Agency met on October 13, 2022, reviewed the request and voted unanimously to recommend the City Commission approve this Ordinance as drafted.

Funding Source:

n/a

Recommended Action:

Staff recommends approval of the rezoning request from CPUD to Public.

ATTACHMENTS:

1. A. Staff Report Fire Station 3 - Rezone
2. B.1 Draft Ordinance 2506-2022
3. B.2 Ordinance 2506 Exhibit D
4. C. Application
5. D. Affidavit & Pictures
6. E. Staff Presentation



Ordinance 2506-2022 Staff Report

A. Application

Fire Station 3
Rezone from CPUD to Public
Application Number: Z22080001

Applicant	City of Stuart
Property Owner	City of Stuart
Agent for Applicant	CAPTEC Engineering, Inc.
Date of Report	October 13, 2022

B. Executive Summary and Background

Executive Summary

The intent of this application is to rezone the parcel to Public zoning district allow the construction of Fire Station 3 on 1.78 acres of land located at 3473 NW Green River Parkway. This Fire Station will allow the City to continue to deliver critical, efficient public safety services to the northern part of the City of Stuart.

The Applicant is requesting a zoning change from CPUD to Public. This request has a companion item for the same parcel for a Small-Scale Future Land Use Map

On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.

Staff recommends approval of Ordinance 2506-2022.

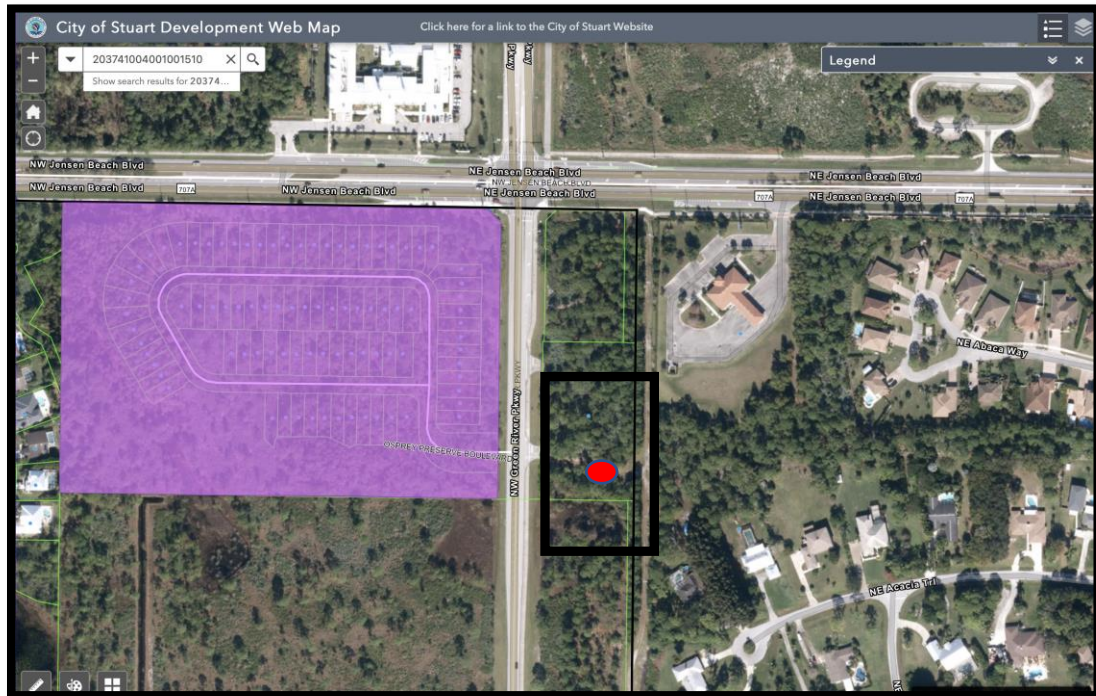
Background

The subject parcel is currently vacant and strategically located near the corner of Green River Parkway and Jensen Beach Boulevard allowing the City to have a fire station north of the Roosevelt Bridge.

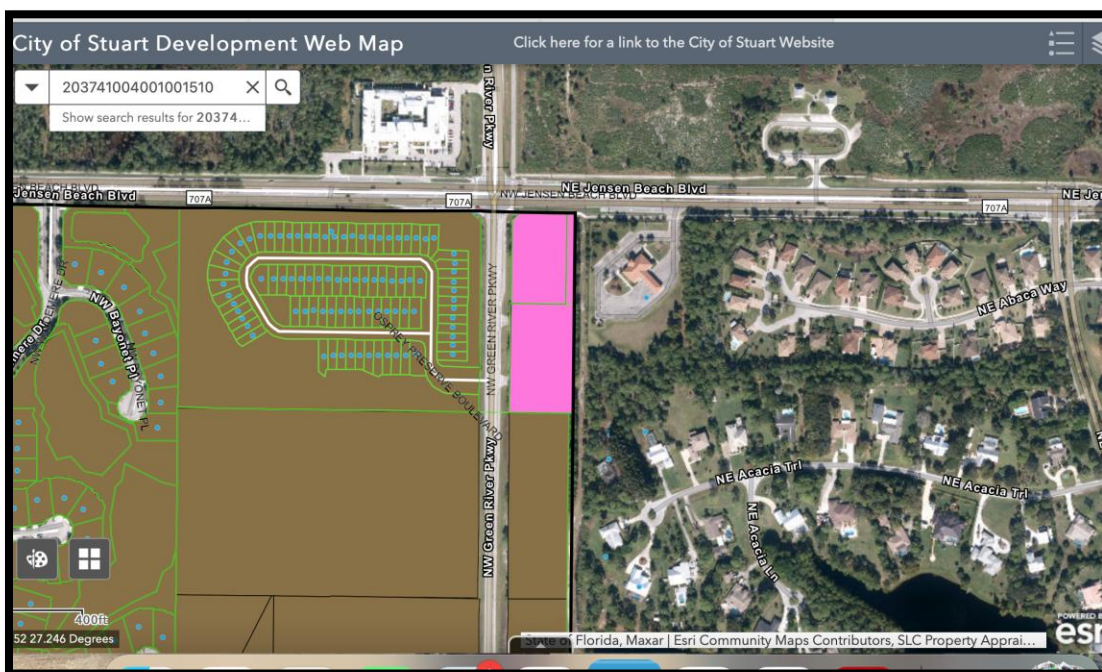
Address	3473 NW Green River Parkway
Parcel Number(s)	20-37-41-004-001-00151-0
Existing Zoning	CPUD
Future Land Use	Commercial

Site Area (acres)	1.78
Present Use	Vacant Land
Proposed Future Land Use Designation	Public
Proposed Zoning District	Public
Proposed Use	Fire Station

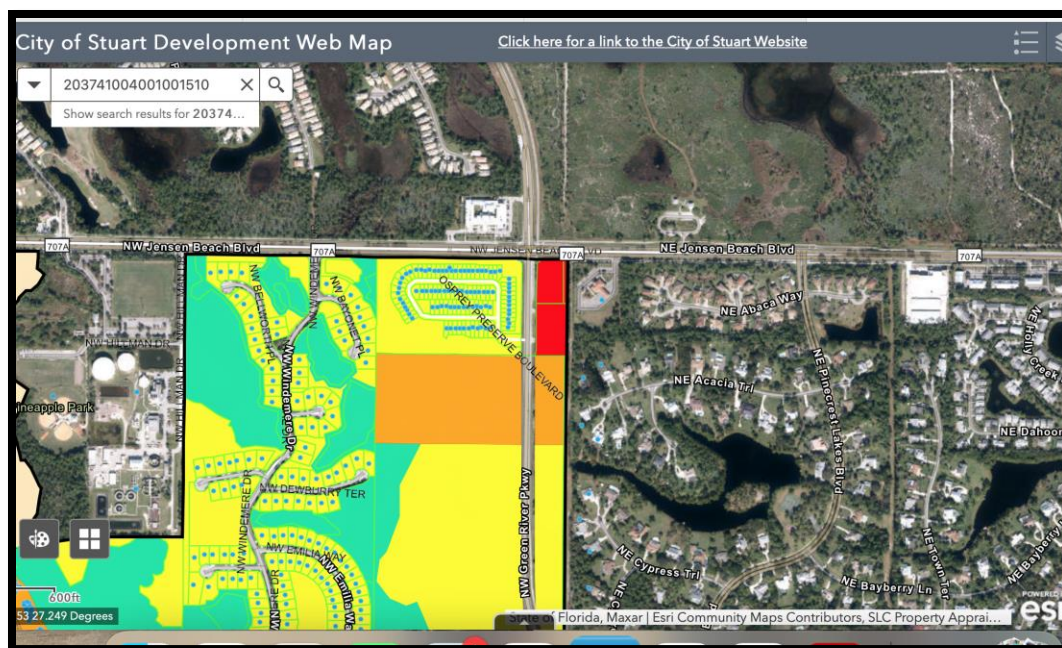
Location Map



Existing Zoning Map



Existing Future Land Use Map



B. Determination of compliance with Comprehensive Plan

Upon approval of the companion agenda item for the Future Land Use (FLU) Map amendment of the site, the corresponding zoning of Public will be consistent with the FLU of Public. The proposal complies with the following Objectives and Policies of the City of Stuart Comprehensive Plan:

Policy 8.A1.2. Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- a. Whether the project is needed to protect public health, welfare and safety; to fulfill the City's legal commitment to provide facilities and services; or to preserve or achieve full use of existing facilities;
- b. Whether the project increases efficiency of use of existing facilities; prevents or reduces future improvement cost; provides service to developed areas lacking full service to eliminate existing deficits; serves public schools; or promotes in-fill development and redevelopment;

Staff Analysis: Consistent. Fire Stations provide vital life safety services to the City. Public health, safety and welfare are a prioritized capital improvement.

Policy 4.A3.2. The Five-Year Public Facility work programs and the Ten-Year Water Supply Facilities Work Plan, consistent with the Capital Improvements Element of this Plan, shall be evaluated on an annual basis in order to ensure that necessary projects are prioritized based upon current conditions and future resident demand. Based upon the annual evaluation, amend the Comprehensive Plan as necessary, including updating level of service standards.

Staff Analysis: Consistent. This facility is prioritized because of its life safety services and are prioritized as this fire station will provide services to the northern part of the City and needed for both current and future residents; needs.

Policy 1.B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities.

Staff Analysis: Consistent. The future fire station architecture is designed to be harmonious with the surrounding area.

Policy 1.B3.9. The City shall implement architectural and site design requirements for commercial development that utilize "Crime Prevention Through Environmental Design" principles include natural surveillance and defensible space. This shall include site designs that provide for unobstructed supervision of public activity areas and access points by occupants and law enforcement while conducting routine activities and thereby discouraging criminal activity.

Staff Analysis: Consistent. The design will include CPTED elements to ensure a safe and defensible space.

C. Project Details

Traffic

The City's Traffic Consultant, Kimley Horn and Associates, Inc., has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. The total trip generation potential for the proposed fire station is 7 PM peak hour trips (2 entering / 5 exiting). Access to the site is provided via SE Green River Parkway. The traffic statement demonstrates that the study area roadways will operate acceptably upon project buildout.

Existing Site Details

The subject property is vacant

Proposed Project Details

Access and Circulation

Access to the site is provided via SE Green River Parkway.

Building Area and Site Layout

The proposed construction includes a single-story Fire Station with three drive through apparatus bays to serve the northern portion of the City. The project will be constructed in a single phase on vacant property with two existing curb cuts along Green River Parkway. The project will also include impervious on-site parking for staff members and general public, and a surface water management system.

Building Description: The station will have six private bunks and a private officer bunk. The building has flat roofs, with a lower roof above the living quarters and a higher roof above the apparatus bay. The roofs have a minimum parapet height of 24" to screen rooftop equipment. An internal roof ladder and hatch provides access to the low roofs. A fixed exterior ladder on the east elevation, which is not visible from the public right of way provides access to the high roof. The building has a light grey base color with an accent color matching the City of Stuart Fire Department. The windows frames are white and apparatus bay doors are white. The building will be fully sprinklered.

Parking

The fire station will meet the parking requirements with 17 total parking spaces (5 employee, 7 visitor and 1 disabled).

Landscaping, Open Space, and Native Vegetation Area

City staff has reviewed the proposed landscaping and the applicant's proposal meets and exceeds the requirements set forth in the City's landscape code.

D. Conclusion

City staff and the City's consultants have determined that the proposed rezoning from CPUD to Public meets the requirements of the Land Development Code. The project complies with many objectives and policies within the City's Comprehensive Plan to continue to provide the vital services of public safety.

Staff recommends approval of Ordinance 2506-2022.



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

ORDINANCE NUMBER 2506-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHNERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on December 11, 1989, the City of Stuart City Commission approved Ordinance Number 1174-89, adopting a comprehensive growth management plan as mandated by the local government comprehensive planning and land development regulation act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan; and

WHEREAS, the City of Stuart City Commission adopted Ordinance 2503-2022, approving a future land use map amendment of this property from Commercial to Public; and

WHEREAS, the Local Planning Agency board held a properly noticed public hearing at a regularly scheduled meeting on October 13, 2022, to consider the applicant's request and recommended approval of the subject petition to the City Commission; and

WHEREAS, the City Commission held a properly noticed public hearing at a regularly scheduled City Commission to consider the application by City Of Stuart (applicant) for a 1.78 - acre parcel of land; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for zoning designations, and has also considered the recommendation of City staff; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards, and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the Rezoning; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the City of Stuart has determined that changing the Land Development Zoning District for said lands is in the best interest of the City; and

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

WHEREAS, the property is legally described in “**Exhibit A**” of this ordinance. A map depicting the property is attached hereto as **Exhibit “B”** and made a part hereof by reference; and development conditions attached hereto as **Exhibit “C**.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the “Development Documents”, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

- a. **COS FIRE STATION Site Plan, prepared by *CAPTEC Engineering, Inc.*, dated September 21, 2022.**
- b. **Boundary & Topographic Survey, Sheets 1-2, prepared by *Betsy Lindsay, Inc.* dated April 11, 2022.**
- c. **Fire Access Exhibit, Sheet SP-3, prepared by *CAPTEC Engineering, Inc.*, dated September 30, 2022.**
- d. **Landscape Plans, Sheets L-1 through L-9, prepared by *Michael Flaugh, Landscape Architect*, dated August 15, 2022.**
- e. **Building Elevations, Sheet A6.10, prepared by *PGAL*, dated August 2, 2022.**
- f. **Overall Floor Plans, Sheet A2.10, prepared by *PGAL*, dated July 18, 2022.**
- g. **Traffic Analysis, prepared MacKenzie Engineering & Planning, dated September 27, 2022.**

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as “Public” amended by this ordinance to provide for the construction of City of Stuart Fire Station 3.

SECTION 3: This ordinance becomes effective upon adoption.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City’s Land Development Code and Florida Building Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall be effective upon the following to occur: adoption by the City Commission.

SECTION 7: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 8: Upon complete execution of this Ordinance, the City Clerk is directed to record this Ordinance in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2022.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2022.

ATTEST:

Fire Station 3 Rezone to Public – Ordinance 2506-2022

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SEC 20-37-41 MARTIN COUNTY FLORIDA
BEING A PORTION OF LOT 15 & 16 BLOCK 1 SAINT LUCIE GARDENS
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE
35 PUBLIC RECORDS ST LUCIE NOW MARTIN COUNTY FLORIDA BEING
MORE PARTICULARLY DESCRIBED IN OR 3030/2484 PUBLIC RECORDS
MARTIN COUNTY FLORIDA

(The remainder of this page intentionally left blank)

EXHIBIT B – LOCATION MAP

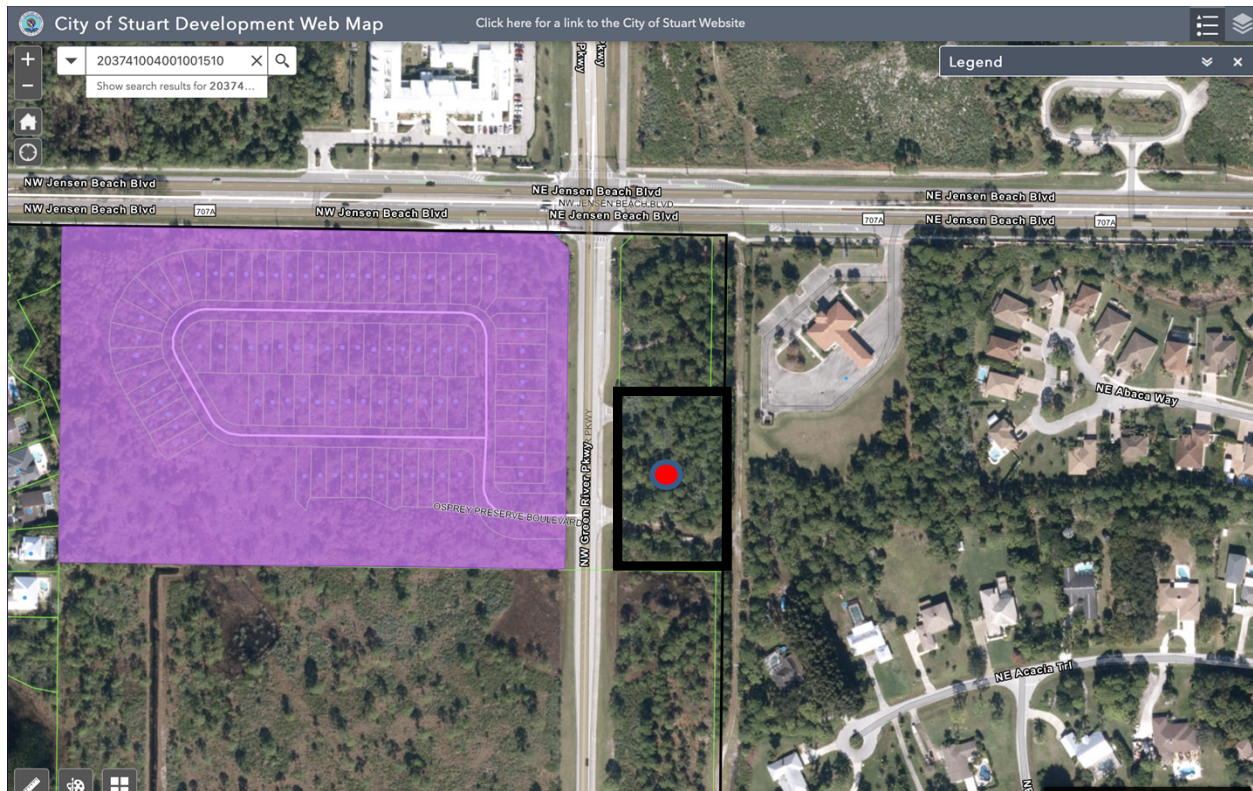
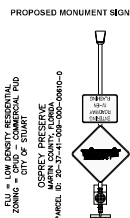


EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

The City of Stuart Fire Station 3 NON-PUD project and use thereof shall comply with the following plans and documents:

- a. **COS FIRE STATION Site Plan, prepared by *CAPTEC Engineering, Inc*, dated September 21, 2022.**
- b. **Boundary & Topographic Survey, Sheets 1-2, prepared by *Betsy Lindsay, Inc.* dated April 11, 2022.**
- c. **Fire Access Exhibit, Sheet SP-3, prepared by *CAPTEC Engineering, Inc*, dated September 30, 2022.**
- d. **Preliminary Landscape Plans, Sheets L-1 through L-9, prepared by *Michael Flaugh, Landscape Architect*, dated August 15, 2022.**
- e. **Building Elevations, Sheet A6.10, prepared by *PGAL*, dated August 2, 2022.**
- f. **Overall Floor Plans, Sheet A2.10, prepared by *PGAL*, dated July 18, 2022.**



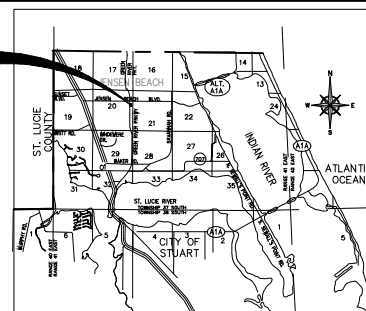
GREEN RIVER PARKWAY
(ORDER OF TAKING PARCEL 1
O.R.B 2409, PAGE 1650)

LOT 15, BLOCK 1
PLAT NO. 1 ST. LUCIE GARDENS
PLAT BOOK 1, PAGE 35
ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID: 20-37-41-004-001-00150-0
FLU = LOW DENSITY RESIDENTIAL
ZONING = CPUD - COMMERCIAL PUD
CITY OF STUART

S89°27'29"E 215.00

25'
REAR SETBACK

15' MARTIN COUNTY PARCEL
O.R.B 2409, PAGE 1650
RECORDED 8/31/2009
(15' RIGHT OF WAY EASEMENT
PLAT BOOK 1, PAGE 35)

**PROJECT LOCATION**

LOCATION MAP

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 37 SOUTH RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING A PORTION OF LOT 15 AND 16, BLOCK 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

PARCEL CONTAINING 77,400 SQUARE FEET, (1.78 ACRES), MORE OR LESS.

BUILDING INFORMATION		
	REQUIRED	PROVIDED
FRONT SETBACK	25'	25'
REAR SETBACK	25'	86'
NORTH SIDE SETBACK	15'	112.76'
SOUTH SIDE SETBACK	15'	163.33'
FAR	<10	0.0842
MAX BUILDING HEIGHT	45	20.5'

PARKING		
EMPLOYEE PARKING 1 SPACE PER SHIFT, 5 MEMBERS	5 SPACES	9
VISITOR PARKING	7 SPACES	7
DISABLED PARKING	1 SPACE	1
TOTAL		17

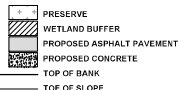
SITE DATA

COS FIRE STATION 3

SITE	77,400 SF	1.78 AC	100.0%
BUILDINGS	6,523 SF	0.15 AC	8%
PARKING PAVEMENT	18,447 SF	0.43 AC	24%
CONCRETE	4,770 SF	0.11 AC	6%
TOTAL IMPERVIOUS	29,740 SF	0.69 AC	38%
RETENTION	5,664 SF	0.13 AC	7%
WETLAND	3,851 SF	0.08 AC	5%
WETLAND BUFFER	9,982 SF	0.23 AC	13%
UPLAND PRESERVE	5,416 SF	0.12 AC	7%
OPEN SPACE	23,047 SF	0.53 AC	33%
TOTAL PERVIOUS	47,660 SF	1.08 AC	62%
PERVIOUS + IMPERVIOUS	77,400 SF	1.78 AC	100%

MAXIMUM IMPERVIOUS AREA = 65%
PROPOSED IMPERVIOUS AREA = 38%

LEGEND



FLU = MULTIFAMILY RESIDENTIAL
ZONING = RPUD-PRESIDENTIAL PUD
CITY OF STUART

LOT 16, BLOCK 1
PLAT NO. 1 ST. LUCIE GARDENS
PLAT BOOK 1, PAGE 35
ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID: 20-37-41-004-001-00130

PCN 20-37-41-004-00151-0



Know what's below.
Call before you dig

9-21-22
PERMIT SET

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

• 301 N.W. Flamingo Ave.
Suite 200, Fort Lauderdale, FL 33304
Phone: (772) 692-4344
Fax: (772) 692-4341

CEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

Engineering Services
No. ECE007057

DATE:	9-3-22
DRAWN BY:	MOB
DESIGNED BY:	TJS
CHECKED BY:	JWC
PROJECT No.	1783.25.1
ORZ. SCALE:	1" = 20'
ERT. SCALE:	1" = 20'

[illegible]

SCALE VERIFICATION

1

SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

**CITY OF STUART
FIRE STATION NO. 3**

CIVIL SITE PLAN

Joseph W. Capra
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

JOB No.: **1783.28.1**
SHEET
2 OF **9**

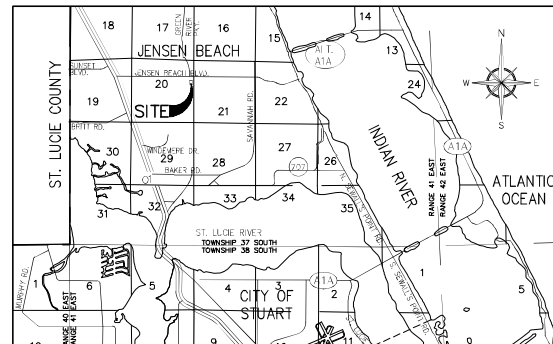
B
BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7807 S.W. JACK JAMES DRIVE
STUART, FLORIDA 34907
0722886-5783 0722886-5833 FAX
LICENSED BUSINESS NO. 8652

DATE	REVISIONS
5/24/22	ADD NEILAND LOG

DATE 04/11/2022
SCALE AS SHOWN
FIELD BK. VC 66
DRAWN BY B.R.
CHECKED BY E.A.L.

A PORTION OF LOT 16, BLOCK 1, ST. LUCIE GARDENS
MARTIN COUNTY, FLORIDA
BOUNDARY SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 1
OF 2 SHEETS
PROJECT NO. 22-33



SHEET INDEX
SHEET 1 BOUNDARY DETAILS
SHEET 2 TOPOGRAPHIC DETAILS

- ABBREVIATIONS
- BL BETSY LINDSAY, INC.
 - COMPUTED PER FOUND MONUMENTATION
 - CONCRETE MINIMUM
 - CONCRETE
 - CONCRETE TRUNK
 - PER DEED
 - ELEVATION
 - FOUND
 - INVERT
 - IRON ROD
 - LICENSED BUSINESS
 - NUMBER
 - OFFICIAL RECORDS BOOK
 - PROFESSIONAL LAND SURVEYOR
 - POINT OF BEGINNING
 P.O.B. | POINT OF COMMENCEMENT | - PT. POINT
 - PVC POLY VINYL CHLORIDE PIPE
 - PEZOMETER
 - REINFORCED CONCRETE PIPE
 - TRAV.

- SYMBOL LEGEND
- 15.25 FIELD SCOTED POINT WITH ELEVATION (HARD SURFACE)
 - 15.2 FIELD SCOTED POINT WITH ELEVATION (SOFT SURFACE)
- THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-8400, FLORIDA RELAY (TDD) OR BY CALLING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

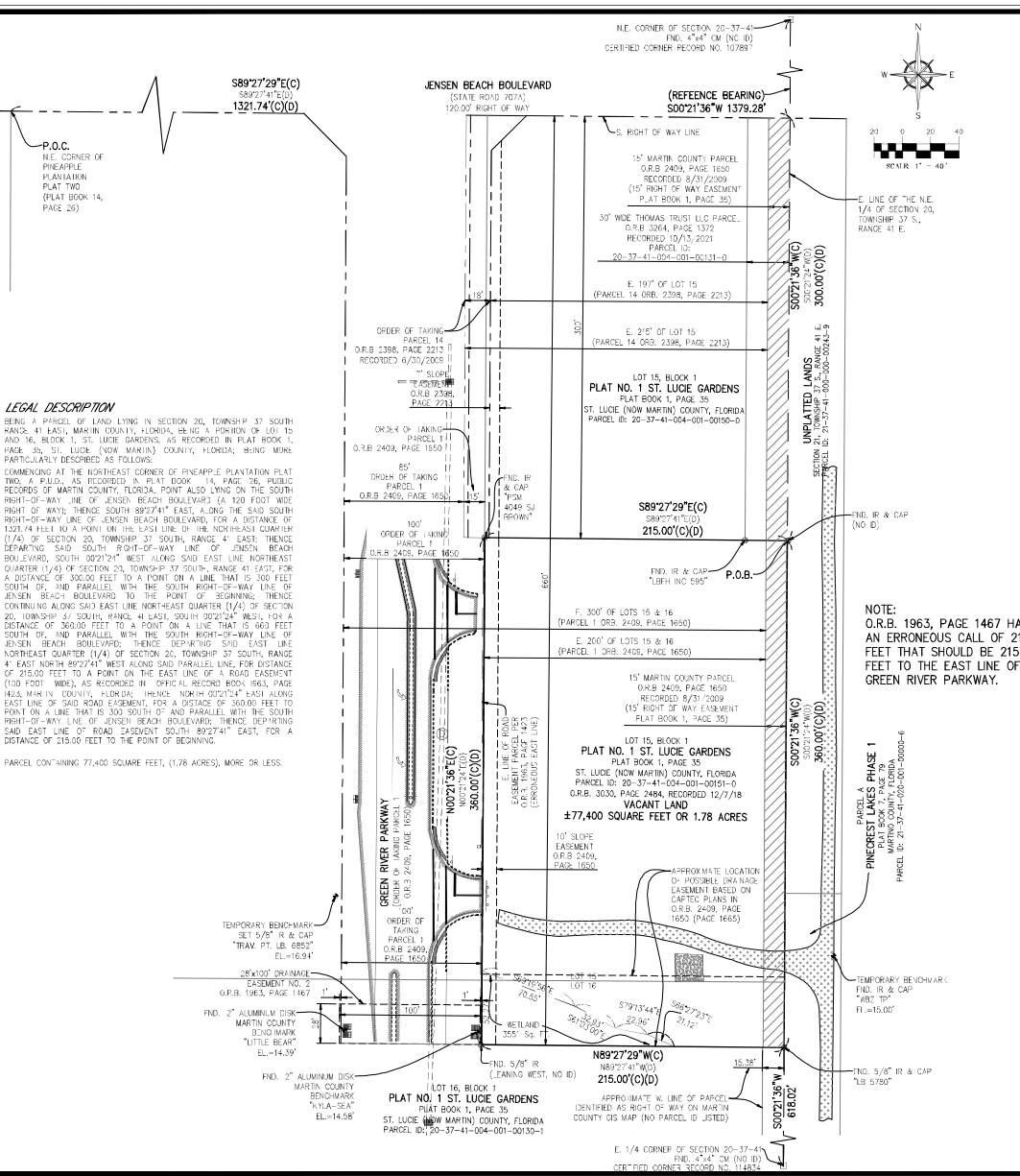
SURVEYOR'S NOTES

- BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTED (N.A.D. 83/11), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE 1 BEARING OF S00°21'36"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER (N.E. 1/4) OF SECTION 20, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.
- THE ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), REFERENCE MARTIN COUNTY BENCHMARK "KYLE-SEA", ELEVATION = 14.58 FEET. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ELEVATION OF 0.02 FEET.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
- WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
- THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
- NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.
- THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (GPS) WITH REAL TIME KINEMATIC (RTK), ALL DISTANCES GIVEN ARE GRID DISTANCES, THE SCALE FACTOR IS 1.000008719.
- THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120165, PANEL D102, SURVEY H, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE FROM MARCH 3, 2022 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 402.022, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
ELIZABETH A. LINDSAY, P.L.S.
AND ORIGINAL BASED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS DIGITALLY SIGNED



LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING A PORTION OF LOT 15 AND 16, BLOCK 1, ST. LUCIE GARDENS, AS RECORDED IN PLAT BOOK 1, PAGE 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PARCEL CONTAINING 77,400 SQUARE FEET, (1.78 ACRES), MORE OR LESS.

TEMPORARY BENCH-MARK
SET 5/8" IR & CAP
TRAV. PT. LB. 6852"
EL=16.94'

25'x100' DRAINAGE
EASEMENT NO. 2
O.R.B. 1963, PAGE 1467

FND. 2" ALUMINUM DISK
MARTIN COUNTY
BENCHMARK
"KYLE-SEA"
EL=14.58'

FND. 2" ALUMINUM DISK
MARTIN COUNTY
BENCHMARK
"LITTLE BEAR"
EL=14.39'

FND. 5/8" IR
(LEAVING WEST, NO ID)

LOT 16, BLOCK 1
PLAT NO. 1 ST. LUCIE GARDENS
PLAT BOOK 1, PAGE 35
ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID: 20-37-41-004-001-001-30-1

APPROXIMATE W. LINE OF PARCEL
(DEFINED AS RIGHT-OF-WAY ON MARTIN
COUNTY GIS MAP, NO PARCEL ID JSTED)

E. 1/4 CORNER OF SECTION 20-37-41
FND. 4"x4" ON (NO ID)
CERTIFIED CORNER RECORD NO. 114834

NOTE: 1963, PAGE 1467 HAS
AN ERRONEOUS CALL OF 216
FEET THAT SHOULD BE 215
FEET TO THE EAST LINE OF
GREEN RIVER PARKWAY.

PARCEL 15, BLOCK 1
PLAT NO. 1 ST. LUCIE GARDENS
PLAT BOOK 1, PAGE 35
ST. LUCIE (NOW MARTIN) COUNTY, FLORIDA
PARCEL ID: 20-37-41-004-001-001-30-1
VACANT LAND
±77,400 SQUARE FEET OR 1.78 ACRES

TEMPORARY BENCH-MARK
FND. 5/8" IR & CAP
TR. 5780"

TEMPORARY BENCH-MARK
FND. 5/8" IR & CAP
TR. 5780"

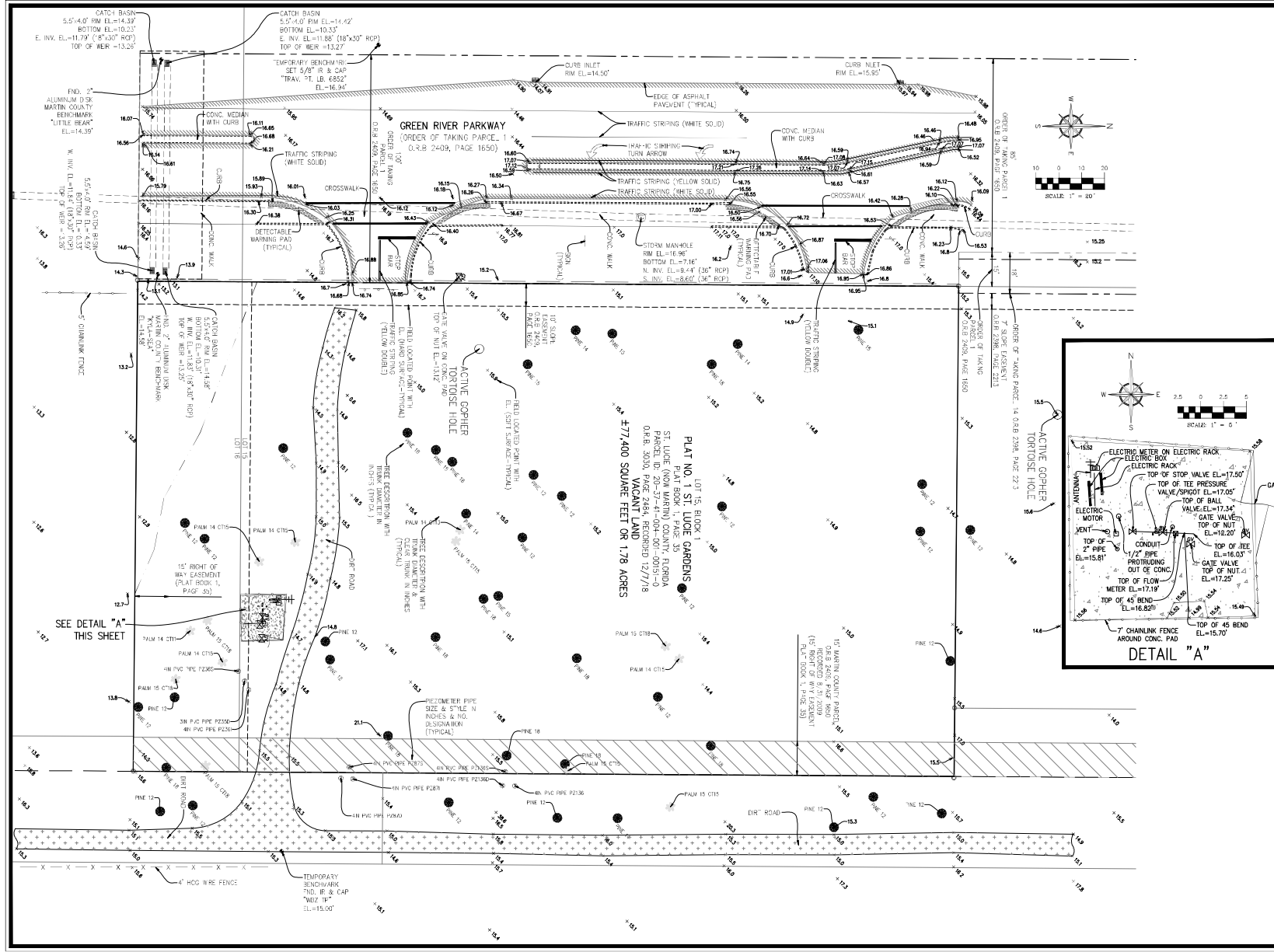
TEMPORARY BENCH-MARK
FND. 5/8" IR & CAP
TR. 5780"

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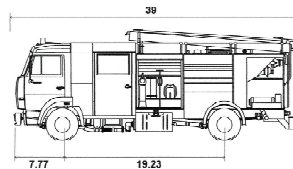
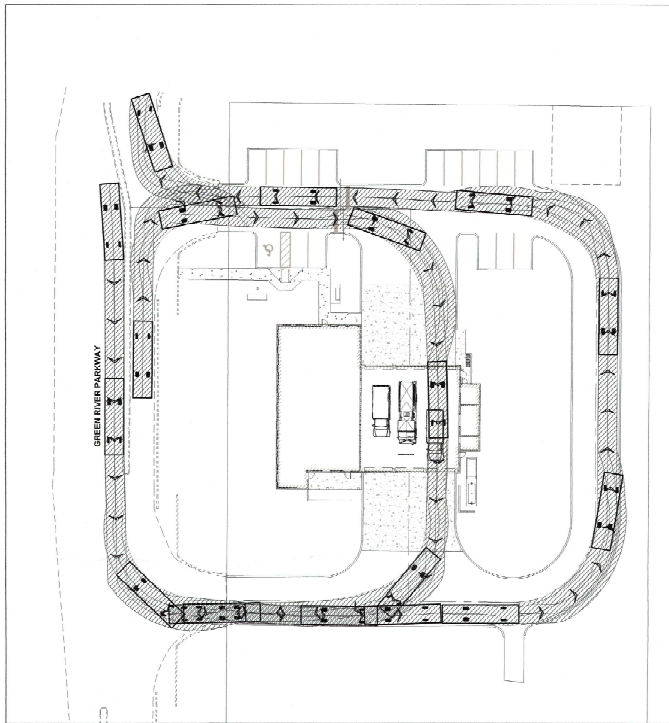
B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7807 S.W. JACK JAMES DRIVE STUART, FLORIDA 34907
0772286-5763 0772286-5633 FAX
LICENSED BUSINESS NO. 8652

DATE	REVISIONS
04/11/2022	AS SHOWN
FIELD BK. VC 66	
DRAWN BY: DR	
CHECKED BY: EAL	

A PORTION OF LOT 16, BLOCK 1, ST. LUCIE GARDENS
MARTIN COUNTY, FLORIDA

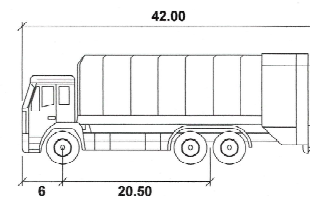
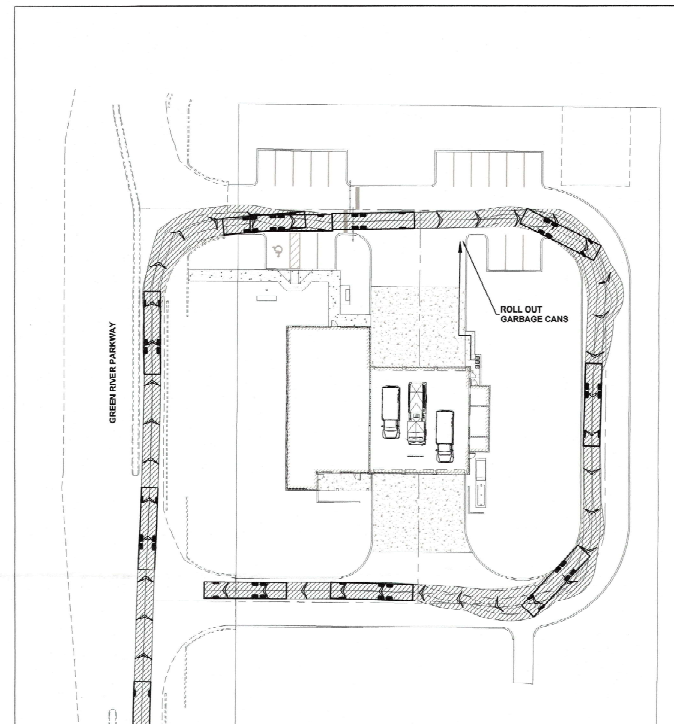
BOUNDARY SURVEY
CAPTEC ENGINEERING, INC.

SHEET NO. 2
OF 2 SHEETS
PROJECT NO. 22-33



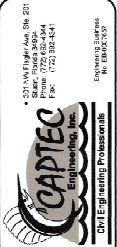
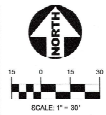
C.O.S. FIRE TRUCK

Overall Length	39.000ft
Overall Width	9.600ft
Overall Body Height	7.280ft
Min Body Ground Clearance	0.530ft
Track Width	6.910ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°



C.O.S. GARBAGE TRUCK

Width	: 9.83
Track	: 8.17
Lock to Lock Time	: 6.0
Steering Angle	: 33.9



NO.	DATE	BY	REVISIONS

SCALE VERIFICATION

ALL DIMENSIONS TO BE SHOWN ON THIS DRAWING SHALL BE BASED ON THE DIMENSIONS OF THE ACTUAL OBJECTS. THE DIMENSIONS OF THE ACTUAL OBJECTS SHALL BE VERIFIED BY THE ENGINEER OR SURVEYOR BEFORE THE DRAWING IS SUBMITTED FOR CONSTRUCTION. THE DIMENSIONS OF THE ACTUAL OBJECTS SHALL BE VERIFIED BY THE ENGINEER OR SURVEYOR BEFORE THE DRAWING IS SUBMITTED FOR CONSTRUCTION.

CITY OF STUART FIRE STATION NO. 3

CITY OF STUART FLORIDA

AUTO TURN

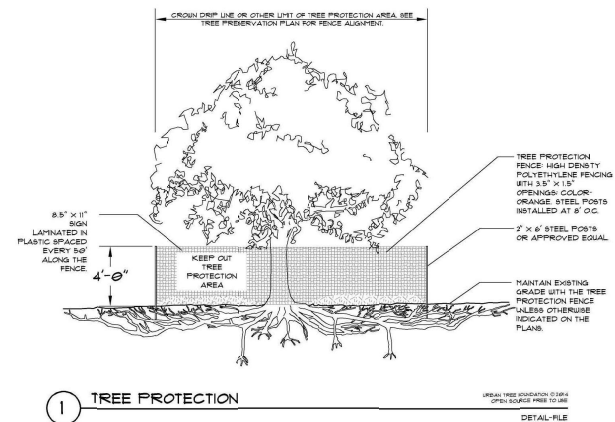
VEHICLE TRACKING



JOB NO.: 1783.28.1

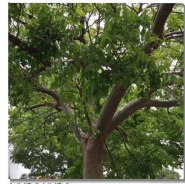
SHEET 1 OF 1

MITIGATION TABLE							
TREE NUMBER	COMMON NAME	SCIENTIFIC NAME	CALIPER	ACTION	MITIGATION REQUIRED	MITIGATION INCHES REQUIRED	NOTES
1	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
2	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
3	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
4	SLASH PINE	PINUS ELIOTII	15"	REMOVE	YES	15	NATIVE
5	SLASH PINE	PINUS ELIOTII	14"	REMOVE	YES	14	NATIVE
6	SLASH PINE	PINUS ELIOTII	18"	REMOVE	YES	18	NATIVE
7	SLASH PINE	PINUS ELIOTII	12"	REMOVE	YES	12	NATIVE
8	SLASH PINE	PINUS ELIOTII	12"	REMOVE	YES	12	NATIVE
9	SABAL PALM	SABAL PALMETTO	15"	RELOCATE	NO		NATIVE
10	SABAL PALM	SABAL PALMETTO	14"	RELOCATE	NO		NATIVE
11	SLASH PINE	PINUS ELIOTII	12"	REMOVE	YES	12	NATIVE
12	SLASH PINE	PINUS ELIOTII	18"	REMOVE	YES	18	NATIVE
13	SLASH PINE	PINUS ELIOTII	15"	REMOVE	YES	15	NATIVE
14	SLASH PINE	PINUS ELIOTII	14"	REMOVE	YES	14	NATIVE
15	SLASH PINE	PINUS ELIOTII	15"	REMOVE	YES	15	NATIVE
16	SLASH PINE	PINUS ELIOTII	12"	REMOVE	YES	12	NATIVE
17	SLASH PINE	PINUS ELIOTII	12"	REMOVE	YES	12	NATIVE
18	SLASH PINE	PINUS ELIOTII	12"	REMOVE	YES	12	NATIVE
19	SLASH PINE	PINUS ELIOTII	18"	REMOVE	YES	18	NATIVE
20	SLASH PINE	PINUS ELIOTII	18"	REMAIN	NO		NATIVE
21	SABAL PALM	SABAL PALMETTO	15"	REMAIN	NO		NATIVE
22	SLASH PINE	PINUS ELIOTII	18"	REMAIN	NO		NATIVE
23	SLASH PINE	PINUS ELIOTII	15"	REMOVE	YES	15	NATIVE
24	SLASH PINE	PINUS ELIOTII	15"	REMOVE	YES	15	NATIVE
25	SLASH PINE	PINUS ELIOTII	18"	REMOVE	YES	18	NATIVE
26	SLASH PINE	PINUS ELIOTII	15"	REMOVE	YES	15	NATIVE
27	SLASH PINE	PINUS ELIOTII	18"	REMOVE	YES	18	NATIVE
28	SABAL PALM	SABAL PALMETTO	15"	RELOCATE	NO		NATIVE
29	SABAL PALM	SABAL PALMETTO	14"	RELOCATE	NO		NATIVE
30	SLASH PINE	PINUS ELIOTII	14"	REMOVE	YES	14	NATIVE
31	SLASH PINE	PINUS ELIOTII	18"	REMOVE	YES	18	NATIVE
32	SLASH PINE	PINUS ELIOTII	18"	REMAIN	NO		NATIVE
33	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
34	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
35	SABAL PALM	SABAL PALMETTO	14"	REMAIN	NO		NATIVE
36	SABAL PALM	SABAL PALMETTO	14"	REMAIN	NO		NATIVE
37	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
38	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
39	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
40	SABAL PALM	SABAL PALMETTO	15"	REMAIN	NO		NATIVE
41	SABAL PALM	SABAL PALMETTO	14"	REMAIN	NO		NATIVE
42	SABAL PALM	SABAL PALMETTO	14"	REMAIN	NO		NATIVE
43	SABAL PALM	SABAL PALMETTO	15"	REMAIN	NO		NATIVE
44	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
45	SLASH PINE	PINUS ELIOTII	12"	REMAIN	NO		NATIVE
TOTAL SLASH PINE INCHES REMOVED						312	
SLASH PINE REPLACEMENT FACTOR: 1.5						468	
# OF 4.5" CALIPER SLASH PINES REQUIRED						104	
NUMBER OF THE TREES TO BE PAID INTO THE TREE FUND						52	
NUMBER OF THE TREES TO BE INSTALLED ON SITE						52	



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	GAL.	SIZE	NOTES
	6	BURSERA SIMARUBA	GUMBO LIMBO	65 GAL	4" CAL	14-16' OA HT., 6-8 SPRD.	NATIVE, DROUGHT TOLERANT
	5	ELAEAGARUS DECIPENS TM	JAPANESE BLUEBERRY TREE	65 GAL	3.5" CAL	11-12' OA HT., 4-5 SPRD.	
	1	ROSEMYRTICA X 'GAINING' FRAGRANT BLOOMS	DWARF TREE JASMINE	15 GAL	8" SPECIMEN	4-5' OA HT.	
	9	ROYSTONIA REGIA	ROYAL PALM	B & B	HEAVY	3-6' GW, 16-18' OAH.	FLORIDA FANCY
	3	THRIAX MORRISI NATIVE	KEY THATCH PALM, 4FT	15 GAL		4' OA HT.	
	5	THRIAX MORRISI NATIVE	KEY THATCH PALM, 6FT	30 GAL	HEAVY	6-11' OA HT.	
MITIGATION TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	GAL.	SIZE	NOTES
	52	PINUS ELLIOTTI	SLASH PINE (M)	B & B	4.5" CAL	14-16' O.A.	
	4	SABAL PALMETTO	SABAL PALM (R)	TRANSPLANTED		EXISTING	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES
	128	AGALYPTA ULCESIANA 'MARDI GRAS'	MARDI GRAS COPPERLEAF	3 GAL	24" OC	36" X 20"	
	5	ALCANTAREA COORATA	SILVER BROMELIAD	1 GAL	AS SHOWN	36" X 36"	FULL SUN
	1	DIOS PINULOSUM	GIANT DIOS	1 GAL		35" HT. X 36" SPRD.	
	5	MONSTERA DELICIOSA	MONSTERA	1 GAL	36" O.C.	28" SPRD., FULL	
	213	MYRCANTHES FRAGRANS	SIMPSON STOPPER	3 GAL	24" O.C.	18" HT., 15" SPRD.	NATIVE, DROUGHT TOLERANT
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES
	182	CHRYSOBALANUS ICAGO 'HORIZONTALIS' NATIVE	HORIZONTAL COCOPLUM	3 GAL	24" O.C.	8" X 12"	
	333	JUNIPERUS CONFERTA 'BLUE PACIFIC'	SHORE JUNIPER	1 GAL	18"	FILL	
	256	LIRIOPE 'MUSCARI' 'BIG BLUE'	BIG BLUE LIRIOPE	1 GAL	12" OC	6" X 8"	
	410	SPARTINA BAKERI	SANC CORDGRASS	3 GAL	36" O.C.	24" HT., FULL	NATIVE, DROUGHT TOLERANT
OTHER	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SPACING	SIZE	NOTES
	20,020 SF	STENOTAPHRUM SECUNDATUM 'FLORATAH' WEED AND DISEASE FREE, TIGHTLY FITTED STAGGERED JOINTS	FLORATAH SOD	SOD	TIGHT		



GUMBO LIMBO



JAPANESE BLUEBERRY TREE



DWARF TREE JASMINE



ROYAL PALM



KEY THATCH PALM



SLASH PINE



SABAL PALM



MARDI GRAS COPPERLEAF



GIANT SILVER BROMELIAD



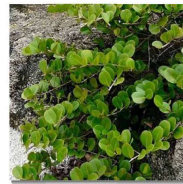
DIOS



MONSTERA



SIMPSON STOPPER



HORIZONTAL COCOPLUM



SHORE JUNIPER



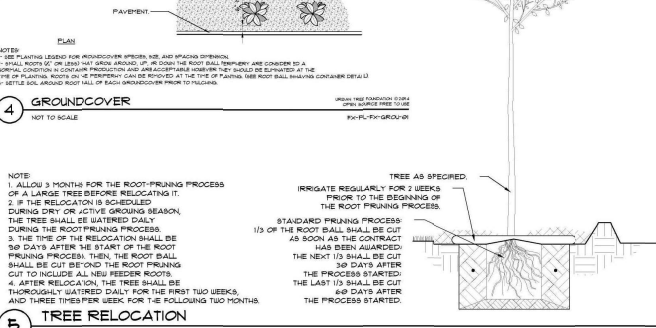
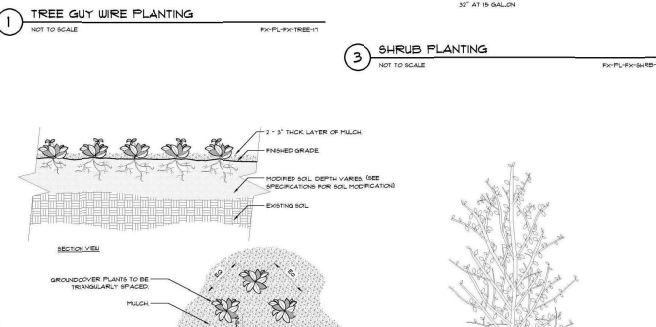
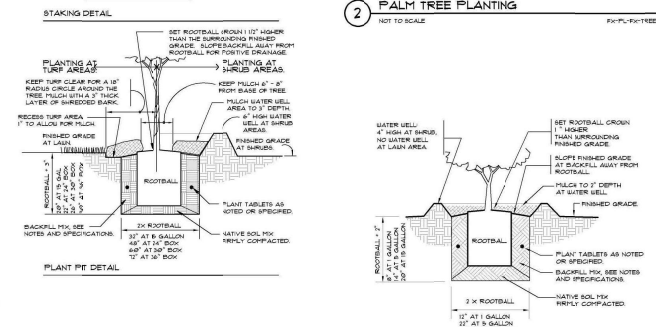
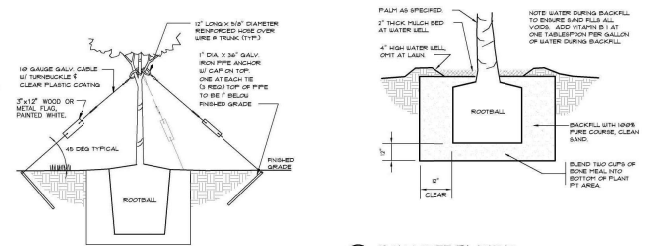
BIG BLUE LIRIOPE



SANC CORDGRASS

LANDSCAPE INSTALLATION NOTES:

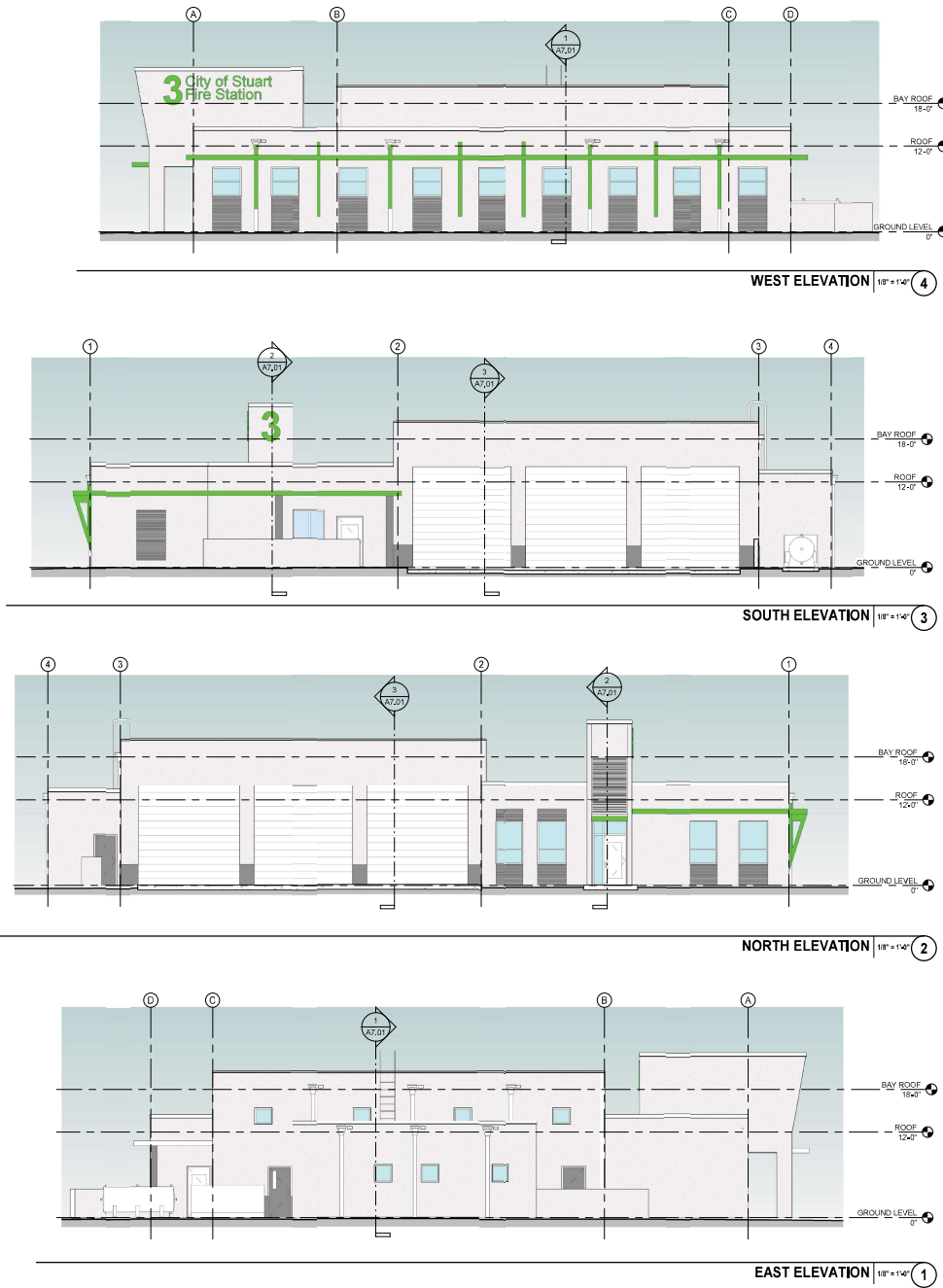
1. THE LANDSCAPE CONTRACTOR SHALL DESIGNATE AN ENGLISH SPEAKING, SKILLED CREW FOREMAN FOR THE PROJECT, WHO WILL BE AVAILABLE AND ACCESSIBLE FOR THE DURATION OF THE LANDSCAPE INSTALLATION.
2. ALL SPECIFICATIONS MUST BE SATISFIED. IF THERE IS A PROBLEM LOCATING A MATERIAL WITH GIVEN SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT BY EMAIL PRIOR TO INSTALLATION. AT THE DISCRETION OF THE LANDSCAPE ARCHITECT, A SUBSTITUTION MAY BE MADE.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW AND RECONCILE PLAN WITH LANDSCAPE MATERIALS LIST AND ANALYZE SITE CONDITIONS AND ACCESS PRIOR TO SUBMITTING A PROPOSAL.
4. LANDSCAPE CONTRACTOR MUST PROVIDE EVIDENCE OF WORKMAN'S COMPENSATION AND LIABILITY INSURANCE IN PROPOSAL PACKAGE.
5. THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE LAWS, CODES AND ORDINANCES.
6. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1 OR BETTER (GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, LATEST EDITION), UNLESS OTHERWISE NOTED ON THE LANDSCAPE MATERIALS LIST. AS MANY SPECIES TOLERATE BOTH SUNNY AND SHADY GROWING CONDITIONS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PLANT MATERIAL GROWN IN SIMILAR CONDITIONS TO THE SITE.
7. THE LANDSCAPE CONTRACTOR SHALL COMPLETE ALL WORK ACCORDING TO THE FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.
8. THE LANDSCAPE CONTRACTOR MUST SPECIFY START AND COMPLETION DATES, IF AWARDED THE PROJECT.
9. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
10. ALL PLANTING AREAS SHALL BE PREPARED BY REMOVING ALL DEBRIS, INCLUDING ASPHALT, CONCRETE, OR SIMILAR MATERIALS NOT SUED FOR LANDSCAPE PLANTING.
11. PLANTING SOIL SHALL BE CLEAN OF ROCKS, STICKS, ROOTS AND WEEDS, AND SHALL BE WELL-DRAINING.
12. ALL LANDSCAPED AREAS SHALL BE FINISH GRADED SUCH THAT FINISHED ELEVATION WILL BE FLUSH AND LEVEL WITH SURROUNDING PAVED SURFACES. THE FINISHED GRADE AFTER PLANTING AND MULCHING SHALL NOT IMPED THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO PREVENT THE BACKWASH OF MULCH AND DEBRIS INTO PAVED AREAS.
13. ALL PLANTING BEDS MUST DRAIN SUFFICIENTLY PRIOR TO PLANTING. IF EXISTING SOIL IS NOT ADEQUATE FOR ESTABLISHMENT OF PLANT MATERIALS DUE TO POOR DRAINAGE OR CHEMICAL PROPERTIES, SOIL AMENDMENTS SHALL BE ADDED PRIOR TO PLANTING.
14. PLANTS SHALL NOT BE PLACED TOO CLOSE TO ONE ANOTHER OR ANY HARDSCAPES. SEE LANDSCAPE MATERIALS LIST AND PLANTING DETAILS FOR SPACING AND PLACEMENT OF ALL PLANTS. A MULCH STRIP SHALL BE LEFT BETWEEN THE PLANTINGS AND WALLS, EDGE OF SOO, DRIVEWAY OR JALKWAYS. ALL PLANTS SHALL BE PLACED OUTSIDE THE EAVES OF THE ROOF, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLAN.
15. ALL PLANTS TO BE RELOCATED SHALL BE PROPERLY ROOT PRUNED 6 TO 10 WEEKS PRIOR TO RELOCATION.
16. ALL NEW LANDSCAPE PLANTS SHALL BE PLANTED SLIGHTLY HIGHER THAN THE EXISTING GRADE LEAVING TOP OF THE ROOT BALL EXPOSED.
17. ALL PLANT MATERIALS SHALL BE THOROUGHLY WATERED IN AT THE TIME OF PLANTING.
18. 3" LAYER OF ORGANIC MULCH SHALL BE LAID IN ALL LANDSCAPE BEDS. NO MULCH SHALL BE LAID NEAR TREE TRUNKS. NO MULCH SHALL BE LAID ON TOP OF CITRUS TREE ROOT BALLS.
19. NEWLY PLANTED TREES SHALL BE STAKED ONLY IF THE ROOT BALL MOVES IN THE WIND OR THE TREES ARE LOCATED IN AN AREA OF WINDY CONDITIONS. ALL PALMS SHALL BE STAKED. ALL WOOD BRACES AND BRACE FRAMES SHALL BE STAINED DARK BROWN. NO NAILS SHALL BE DRIVEN INTO ANY PALM OR TREE.
20. PLANTING PLAN TAKES PRECEDENCE OVER PLANT LIST.
21. THE LANDSCAPE BID SHALL INCLUDE IRRIGATION ON A SEPARATE CONTRACT, EXPRESSED AS A LINE-ITEM PROPOSAL.
22. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH FULLY AUTOMATIC IRRIGATION SYSTEM. THE IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE IN ALL IRRIGATED PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED ACCORDING TO ACCEPTED IRRIGATION STANDARDS USING WATER CONSERVATION PRINCIPLES WITH LOW-VOLUME IRRIGATION SYSTEM. THE SYSTEM SHALL ACCOMMODATE EASY ADJUSTMENTS FOR SEASONAL IRRIGATION NEED CHANGES OR LOCAL WATERING RESTRICTIONS.
23. ALL SOO AND SHRUB AREAS SHALL BE IRRIGATED ON SEPARATE ZONES, WHENEVER POSSIBLE. PLANTING AREAS WITH DIFFERENT WATERING NEEDS SHALL BE PLACED ON SEPARATE ZONES.
24. ALL SHRUB AND GROUND COVER AREAS SHALL BE IRRIGATED WITH DRIP LINE OR MIST HEADS. TREES AND PALMS SHALL HAVE BUBBLERS. ALL HEADS IN A GIVEN ZONE MUST HAVE THE SAME PRECIPITATION RATE.
25. SPRAY HEADS SHALL BE PLACED AND ADJUSTED TO MINIMIZE OVER-SPRAY ON PAVED AREAS, ROADWAYS AND CURBING. NO OVER-SPRAY ON BUILDINGS IS ACCEPTABLE.
26. IF NOT INSTALLED PER PLAN OR IF NO IRRIGATION PLAN HAS BEEN PROVIDED AS PART OF THE LANDSCAPE PLAN, AT PROJECT CLOSEOUT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN IRRIGATION RECORD DRAINING.
27. THE CONTRACTOR(S) SHALL KEEP ALL WORK AREAS NEAT AND TIDY ON A DAILY BASIS. AT COMPLETION OF THE INSTALLATION, THE CONTRACTOR SHALL REMOVE FROM THE PROPERTY ALL TEMPORARY STRUCTURES AND GARBAGE AT HIS/HER OWN EXPENSE.
28. THE CONTRACTOR(S) SHALL KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, PRUNED, STAKED AND GUIDED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD. PLANTING BEDS SHALL BE KEPT FREE OF LITTER AND UNDESIRABLE VEGETATION. THE CONTRACTOR(S) IS RESPONSIBLE FOR KEEPING ALL THE PLANT MATERIAL HEALTHY, VIGOROUS, AND UNDAIMAGED THROUGHOUT THE DURATION OF THE PROJECT CONSTRUCTION PERIOD.
29. A PROJECT CLOSEOUT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH MANUALS AND WARRANTY INFORMATION FOR ALL INSTALLED FURNITURE, FIXTURES AND EQUIPMENT.
30. THE FINAL PAYMENT IS MADE UPON COMPLETION OF PROJECT AND EXECUTION OF LIEN RELEASE AFFIDAVIT.
31. ALL SHRUBS AND GROUND COVERS SHALL BE WARRANTED FOR 90 DAYS. ALL TREES AND PALMS SHALL BE WARRANTED FOR 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT.



LANDSCAPE MAINTENANCE GUIDELINES:

1. LAWN CARE:
 - 1.1. MAINTAIN 3/4" AUGUSTINE LAWN AT 3" HEIGHT. LEAVE LAWN CLIPPINGS ON THE LAWN.
 - 1.2. FERTILIZE IN FEBRUARY, MAY AND OCTOBER. APPLY PRE-EMERGENT WEED KILLER IN EARLY SPRING AND FALL.
 - 1.3. PRACTICE INTEGRATED PEST MANAGEMENT TO IDENTIFY AND TREAT INSECT STRESS, WEED AND FUNGAL PROBLEMS. INSPECT AND CONTROL INSECT DAMAGE ON LAWNS DURING SUMMER MONTHS. FOLLOW LABEL DIRECTIONS FOR ANY INSECTICIDE, HERBICIDE OR FUNGICIDE APPLICATION. REFER TO GROWERS GUIDELINES FOR DETAILED INSTRUCTIONS.
 - 1.4. 100% OF THE SOO AREAS SHALL BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM. INSPECT THE IRRIGATION SYSTEM FOR BREAKS AND HEAD ALIGNMENT ROUTINELY.
2. MULCH:
 - 2.1. ALL LANDSCAPE BEDS SHALL BE MULCHED TWICE A YEAR.
 - 2.2. APPLY 3" LAYER OF MSC CERTIFIED, SHREDDED EUCALYPTUS OR RECYCLED HARDWOOD MULCH.
3. FERTILIZING:
 - 3.1. FERTILIZE WITH A GOOD QUALITY ORGANIC FERTILIZER THREE TIMES A YEAR PER LABEL INSTRUCTIONS STARTING IN MAY TO LATE FEBRUARY.
 - 3.2. YELLOWING LEAVES ARE OFTEN A SIGN OF NUTRITIONAL DEFICIENCY.
 - 3.3. DO NOT APPLY FERTILIZER BETWEEN JUNE 1 AND SEPTEMBER 30. COMPOST SHALL BE USED IN LIEU OF FERTILIZER DURING THE RAINY SEASON, AS NEEDED.
 - 3.4. MAINTAIN A FERTILIZER FREE ZONE ALONG THE RIVER TO PREVENT RUN-OFF.
4. PEST AND DISEASES:
 - 4.1. SCOUT FOR PESTS AND DISEASES REGULARLY. ONLY 1% OF ALL INSECTS ARE HARMFUL TO PLANTS.
 - 4.2. USE INTEGRATED PEST MANAGEMENT PRACTICES. USE PREVENTATIVE CHEMICAL APPLICATIONS ONLY, WHEN DETERMINED NECESSARY BY A PEST MANAGEMENT PROFESSIONAL.
 - 4.3. CHEMICAL PEST CONTROL SHALL BE USED ONLY WHEN THE DAMAGE IS EXPECTED TO BE SIGNIFICANT.
5. WEEDS:
 - 5.1. WEED CONTROL SHALL BE PREVENTATIVE.
 - 5.2. HERBICIDE APPLICATIONS MUST BE DONE BY A LICENSED PEST-CONTROL PROFESSIONAL.
6. IRRIGATION:
 - 6.1. PROGRAM THE IRRIGATION SYSTEM TO RUN IN THE EARLY MORNING.
 - 6.2. NEW PLANTINGS SHOULD BE WATERED DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
 - 6.3. NEW TREES SHALL BE WATERED AT LEAST ONCE A WEEK FOR THE FOLLOWING YEAR AND SHRUBS FOR THE FOLLOWING 6 MONTHS FOR PROPER ESTABLISHMENT.
 - 6.4. TREES SHOULD RECEIVE 2-3 GALLONS OF WATER PER INCH OF TRUNK DIAMETER AT EACH WATERING.
 - 6.5. AT EACH WATERING, APPLY 1" WATER TO ESTABLISHED PLANTING BED.
 - 6.6. THE AUTOMATIC IRRIGATION SYSTEM SHALL BE INSPECTED ONCE A MONTH FOR LEAKS, BRAKES AND MISALIGNED HEADS.
 - 6.7. INCREASE WATERING FREQUENCY DURING TIMES OF HEAVY WINDS AND DROUGHT, TYPICALLY IN THE SPRING. PLEASE NOTE THAT A RAIN SENSOR WILL NOT DETECT THE DRYING EFFECTS OF HEAVY WINDS.
 - 6.8. REDUCE WATERING FREQUENCY DURING COOL WINTER AND RAINY SUMMER MONTHS. WATER ONLY AS NEEDED AS HEAVY RAINS AND IRRIGATION WILL INCREASE WEEDS. THE IRRIGATION SYSTEM MAY BE TURNED OFF DURING MONTHS OF HEAVY RAIN. A RAIN SENSOR MAY BE USED TO OVERRIDE THE SYSTEM DURING THE RAINY SEASON.
7. PRUNING:
 - 7.1. ALL PRUNING AND TRIMMING TOOLS SHALL BE CLEANED AFTER EACH USE TO PREVENT SPREADING OF DISEASES.
 - 7.2. REMOVE DEAD BRANCHES, DEAD WOOD AND CROSSING BRANCHES ON LARGE SHRUBS, PALMS AND TREES ANY TIME OF THE YEAR.
 - 7.3. FLOWERING SHRUBS: LATE SUMMER AND FALL FLOWERING SHRUBS, AS WELL AS CONIFERS SHALL BE PRUNED ONCE A YEAR IN MARCH. SPRING BLOOMING SHRUBS SHALL BE PRUNED ONCE A YEAR, AFTER THEIR BLOOMS FADE IN LATE SPRING.
 - 7.4. SHADE TREES SHALL BE STRUCTURALLY PRUNED ONCE A YEAR IN SPRING BY A CERTIFIED ARBORIST.
 - 7.5. SHRUBS SHALL BE MAINTAINED FOLLOWING THEIR NATURAL FORM WITH ROUNDED TOP AND WIDER BASE. SMALL-LEAVED (LESS THAN 1" LENGTH) SHRUBS MAY BE SHEARED WITH POWERED HEDGE TRIMMERS. ALL SHRUBS SHALL BE TRIMMED ONE TO THREE TIMES A YEAR TO MAINTAIN DESIRED HEIGHT. ALL OVERGROWN SHRUBS SHALL BE CUT BACK IN MAY AND IN SEPTEMBER.
 - 7.6. HEDGES SHALL BE PRUNED REGULARLY FROM THE BEGINNING FOR PROPER ESTABLISHMENT. ALL HEDGES MUST BE MAINTAINED WITH NARROWER TOP THAN THE BOTTOM FOR SUNLIGHT TO REACH THE LOWER HALF OF THE PLANT.
 - 7.7. ORNAMENTAL GRASSES MAY BE CUT BACK ONCE A YEAR IN SUMMER TO REMOVE BROWN LEAVES. CUTTING MAY BE COMPLETED IN FOUR WEEK INTERVALS SO NOT TO HAVE ALL THE ORNAMENTAL GRASSES RECOVERING AT THE SAME TIME.
8. DIVIDING PLANTS:
 - 8.1. BROMELIADS: WHEN THE MOTHER PLANT TURNS BROWN CAREFULLY PULL UP THE BROMELIAD CLUMP. CUT THE PUPS APART WITH A SHARP KNIFE OR PRUNERS PRESERVING AS MUCH OF THE ROOTS AS POSSIBLE. DISCARD THE DYING MOTHER PLANT AND PLANT THE PUPS. THE DEAD MOTHER PLANT MAY ALSO BE TWISTED OFF AT THE BASE, WITHOUT REMOVING THE CLUMP FROM THE GROUND.
 - 8.2. HERBACEOUS PERENNIALS: THE CLUMPS MAY BE DIVIDED EVERY TWO TO THREE YEARS IN LATE SPRING OR SUMMER. DIG THE ROOT BALL OUT OF THE GROUND AND CAREFULLY DIVIDE THE CLUMP INTO 2-4 SMALLER SECTIONS.
9. RELOCATING PLANT MATERIAL:
 - 9.1. THE BEST TIME TO RELOCATE PLANTS IN THE GARDEN IS FEBRUARY THROUGH APRIL.
 - 9.2. THE PLANT SHALL BE PROPERLY ROOT-PRUNED BETWEEN 6 AND 10 WEEKS BEFORE RELOCATION.
 - 9.3. AT THE TIME OF THE RELOCATION, THE ROOT BALL SHALL BE CUT BEYOND THE ROOT PRUNING CUT TO INCLUDE ALL NEW FEEDER ROOTS.
 - 9.4. WATER RELOCATED PLANTS DAILY FOR THE FIRST TWO WEEKS, AFTER WHICH THREE TIMES PER WEEK FOR THE FOLLOWING TWO MONTHS.
10. MAINTAINING SOIL PH:
 - 10.1. SANDY SOILS ARE NATURALLY ALKALINE, BUT MOST PLANT MATERIALS PREFER SOILS IN NEUTRAL OR ACIDIC RANGE TO THURVIVE.
 - 10.2. ADDING ORGANIC MATTER REGULARLY WILL MAINTAIN A HEALTHY PH LEVEL FOR ALL PLANTS.
 - 10.3. COMPOST WILL DECREASE THE SOIL PH THROUGH THE DECOMPOSITION PROCESS.
 - 10.4. ORGANIC WASTE MATERIAL, SUCH AS PINE NEEDLES AND ACID PEAT WILL REDUCE THE PH TEMPORARILY.
 - 10.5. GRANULAR SULFUR SHOULD ONLY BE USED AS THE LAST RESORT TO LOWER SOIL PH.
11. CONTAINER PLANTS:
 - 11.1. ONLY USE POTTING SOIL OR POTTING MIX IN CONTAINERS.
 - 11.2. WATER THOROUGHLY. CONTAINER PLANTS NEED MORE WATER THAN THE PLANTS IN THE GROUND. DURING SUMMER MONTHS, HERBS IN CONTAINERS WILL NEED WATERING ONCE DAILY.
12. COLD PROTECTION:
 - 12.1. WATER COLD SENSITIVE PLANTS THOROUGHLY 12 HOURS BEFORE THE FORECASTED COLD FRONT.
 - 12.2. COVER THE PLANTS AT DUSK WITH BLANKETS OR BREATHABLE COVERS. REMOVE THE COVERS AFTER DAWN.

FILENAME: C:\Revit\cadd\Stuart FS_E02_Plan\madrjg@pgal.com.rvt
STAMP: 8/2/2022 10:38:25 AM



ELEVATION NOTES

1. BUILDING FINISH FLOOR ELEVATION IS 0'-0". REFER TO CIVIL FOR ACTUAL BUILDING DATUM ELEVATION. DO NOT SCALE DRAWINGS. CONTACT THE ARCHITECT IN WRITING FOR CLARIFICATIONS OR MISSING DIMENSIONS.
2. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION IN WRITING BEFORE EXECUTION OF WORK.
3. ALL EXTERIOR PENETRATIONS, JOINTS AND FENESTRATIONS TO BE SEALED WITH GLENE SEALANT (COLOR TBD).
4. FINISHES, TRIM, DECORATIVE ELEMENTS ETC. SHALL WRAP ALL ELEVATIONS OF WALLS, ALCOVES, ETC. NOT ALL EXTERIOR WALL RETURNS (ELEVATIONS) MAY NOT BE SHOWN.
5. REFER TO STRUCTURAL DRAWINGS FOR DESIGN AND PRESSURES, ALL DOORS, LOUVERS AND WINDOWS TO HAVE CURRENT N.O.A. AND FLORIDA PRODUCT APPROVALS.
6. REFERENCE THE ARCHITECTURAL ROOF PLAN FOR ADDITIONAL INFORMATION AND EQUIPMENT LOCATION.

GRAPHIC LEGEND

- REFERENCE TYPICAL LEGEND GRAPHICS ON GENERAL PROJECT INFORMATION SHEET
- INDICATES 1/4" PER FOOT SLOPE TO DRAIN AT ROOF OR 2% SLOPE TO DRAIN AT EXTERIOR TERRACE
- KEYNOTE REFERENCE
- TYP. BEYOND — TYP. - TYPICAL CONDITION BEYOND DESCRIBED CONDITION IN THE FOREGROUND.
- C/J — CONTROL JOINT

EXT. MATERIAL

- BUILDING COLOR A: TEXTURED STUCCO COLOR: LIGHT GREY
- BUILDING COLOR B: TEXTURED STUCCO COLOR: LIGHT GREEN
- BUILDING COLOR C: TEXTURED STUCCO COLOR: WHITE
- BUILDING COLOR D: TEXTURED STUCCO COLOR: DARK GREY

NOTE: KEYNOTE NUMBERING IS FOR ORGANIZATIONAL PURPOSES ONLY & NOT INTENDED TO REFERENCE A SPECIFIC CONDITION

KEYNOTE LEGEND

NUMBER	DESCRIPTION
--------	-------------

CLIENT



121 SW FLAGLER AVE.
STUART, FL 34994
www.cityofstuart.us
T: (772) 288 5300

ARCHITECT



791 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487
T: 561 988 4002
F: 561 988 3002
LIC. No. AA0003337
www.pgal.com

CONSULTANTS

REGISTRATION

Copyright: © 2022

July L. Bledsoe, AIA: AR-0018853

DRAWING HISTORY

NO.	DATE	DESCRIPTION

PROJECT NAME

CITY OF STUART FIRE STATION #3

PROJECT LOCATION

SE GREEN RIVER PKWY. JENSEN BEACH, FL 34957

PROJECT NUMBER

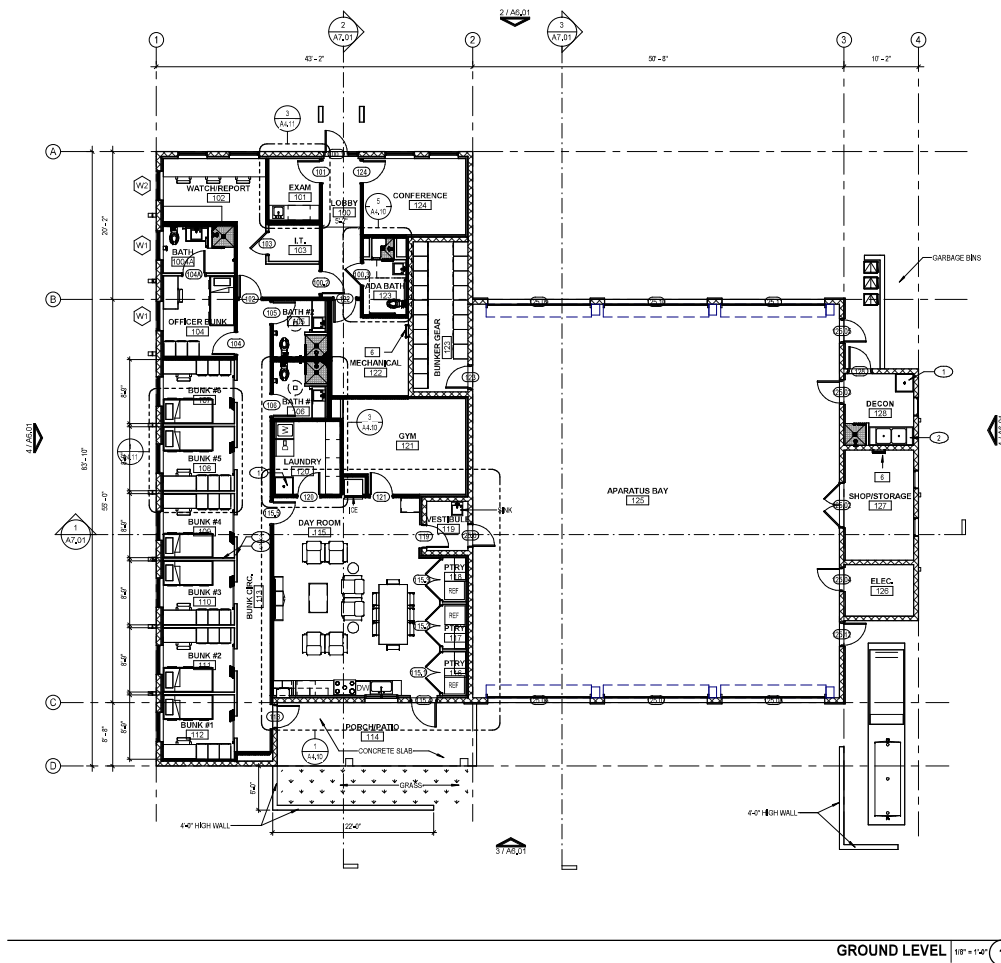
1006546

SHEET TITLE

EXTERIOR BUILDING ELEVATIONS

SHEET NUMBER

A6.10



FLOOR PLAN NOTES

1. BUILDING FINISH FLOOR ELEVATION IS 8'-0". REFER TO CIL FOR ACTUAL BUILDING DATA FOR EXISTING.
2. DO NOT SCALE DRAWINGS. CONTRACT THE ARCHITECT FOR WRITING FOR CLARIFICATION OR MISSING DIMENSIONS.
3. ALL DIMENSIONS ARE TO FACE OF STUD, GRID LINE OR FACE OF MASONRY UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
5. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION PRIOR TO BEGINNING OF WORK.
6. REFER TO WALL TYPE SCHEDULE FOR ADDITIONAL INFORMATION. CONTRACTOR SHALL FIELD COORDINATE LOCATION, SIZE AND TYPE OF NON-COMMUNICABLE BLOCKING FOR INSTALLATION OF BARRIER, TO IT ACCESSORIES, HARDWARE, ETC.
7. ALL CONCEALED WOOD OR EXPOSED PLYWOOD BACKING IN MECHANICAL, ELECTRICAL AND LIFT ROOMS SHALL BE FIRE RETARDANT TREATED (FRT).
8. REFER TO CIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION.
9. ALL EXTERIOR THRESHOLDS AT THE GROUND FLOOR OR ABOVE FLOOR LEVEL SHALL NOT EXCEED A TOTAL HEIGHT OF 1/2" PER ADA. THIS INCLUDES THE 1/4" BEVEL.
10. REFER TO SHEET A-001 FOR ENLARGED FLOOR PLANS.

GRAPHIC LEGEND

REFER TO TYPICAL PLAN LEGEND GRAPHICS ON GENERAL PROJECT INFORMATION SHEET

INDICATES 1/4" PER FOOT SLOPE TO DRAINAGE

WALL GRAPHIC LEGEND

- | | |
|--|--|
| | LOAD BEARING CMU W/ FURRING |
| | DRYWALL PARTITION |
| | LOAD BEARING CMU SEE STRUCTURAL |
| | DRYWALL PARTITION W/ SOUND BATT INSULATION |

NOTE: REFER TO SHEET A-010A FOR WALL SCHEDULES

NOTE: KEYNOTE NUMBERING IS FOR ORIENTATION PURPOSES ONLY & NOT INTENDED TO REFERENCE A SPECIFIC CONSTRUCTION

KEYNOTE LEGEND

NUMBER	DESCRIPTION
1	FLOOR MOUNTED MOP SINK
2	STAINLESS STEEL DOUBLE BASIN SINK
3	8'-0" HIGH WALLTOP
6	ROOF ACCESS LADDER

CLIENT



121 SW FLAGLER AVE.
STUART, FL 34994
www.cityofstuart.us
T: (772) 288 5300

ARCHITECT



781 Park of Commerce BLVD.,
SUITE 400
BOCA RATON, FL 33487
T: 561 988 4002
F: 561 988 3002
LIC. No. AA0003337
www.pgal.com

CONSULTANTS

REGISTRATION

Copyright: © 2022

July L. Bledsoe, AIA AR-0018653

DRAWING HISTORY

NO.	DATE	DESCRIPTION

PROJECT NAME

CITY OF
STUART FIRE
STATION #3

PROJECT LOCATION

SE GREEN RIVER
PKWY, JENSEN
BEACH, FL 34957

PROJECT NUMBER

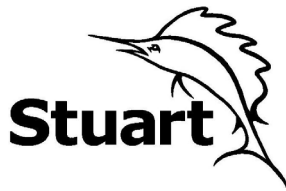
1006546

SHEET TITLE

OVERALL GROUND
LEVEL FLOOR PLAN

SHEET NUMBER

A2.10



City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994
development@ci.stuart.fl.us
(772) 288-5326

Received by: _____

Reviewed by: _____

Rezone Real Property Application

(including Planned Unit Developments)

Project ID# _____
(Staff Entry)

Pre-App Conference Date:	Application Date:
--------------------------	-------------------

SITE INFORMATION

Project Name: City of Stuart Fire Station 3	Parcel ID#: 20-37-41-004-001-00151-0
Site Address: SE Green River Parkway, Jensen Beach, Florida 34957	
Subdivision:	Lot(s):
Site Area/Acreage: 1.78 Acres	Flood Zone/Base Flood Elevation: Flood Zone X
Existing Zoning District / CRA Subdistrict: Commercial	
Proposed Zoning District / CRA Subdistrict: Public	
PUD Rezoning (Check the box below that applies):	
Rezoning to CPUD: ☐	Rezoning to UPUD: ☐
Rezoning to RPUD: ☐	Rezoning to UPUD <5 Bungalow Units: ☐
Rezoning to MXPUD: ☐	Rezoning to Public Service PSPUD: ☐
Rezoning to Industrial IPUD: ☐	Rezoning to Non-PUD District Rezoning: ☒
Current Comprehensive Plan Future Land Use Designation: Low Density Residential	
Proposed Comprehensive Plan Future Land Use Designation (if applicable): Public	
Existing Land Use: Vacant (Commercial)	Proposed Land Use: Fire Station (Public)
Proposed Square Footage (if applicable): 6,523 SF	Proposed Density (if applicable):

PETITIONER INFORMATION

Property Owner: City of Stuart David Dyess, City Manager	Phone Number / Email Address: (772) 288-5312 ddyess@ci.stuart.us
Property Owner's Mailing Address: 121 SW Flagler Avenue, Stuart, Florida 34994	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address:	
Agent/Contact Person: Joseph W. Capra, P.E.	Phone Number / Email Address: (772) 692-4344 jcapra@gocaptec.com tjshaw@gocaptec.com kkrumbholz@gocaptec.com
Agent's Mailing Address: 301 NW Flagler Avenue, Stuart, Florida 34994	
Architect: Joby L. Balint, PGAL (561) 988-4002 JBalint@pgal.com sferreri@pgal.com	Engineer: Joseph W. Capra, P.E., CAPTEC Engineering, Inc. jcapra@gocaptec.com tjshaw@gocaptec.com kkrumbholz@gocaptec.com
Planner:	Landscape Architect: Mike Flaugh, Landscape Architect mike@mikeflaughla.com pete@mikeflaughla.com

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Michelle Lee Berger

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Rezoning in the City of Stuart, FL.
3. That he/she has appointed CAPTEC Engineering, Inc., Staff to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: City of Stuart

Signature of Owner: [Signature]

121 SW Flagler Avenue

Street Address

P.O. Box

(772) 288-5312

Telephone Number

mberger@ci.stuart.fl.us

Email Address:

Louis J. Boglioli III

Michelle Lee Berger, Project Manager

By: Name/Title

Stuart, Florida 34994

City, State, Zip Code

City, State, Zip Code

Fax Number

STATE OF FLORIDA, COUNTY OF Martin

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

1 day of August, 2022 By Louis J. Boglioli III

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public

My Commission Expires

Commission # GG 230877

Expires October 17, 2022

Bonded thru Budget Notary Services

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Financial Responsibility Form

(Please Print or Type)

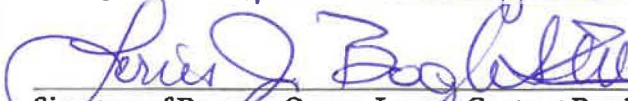
The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: <i>Louis J. Beglioli III</i> Michelle Lee Berger, M.P.A.
Title: Project Manager
Company: City of Stuart
Company Address: 121 SW Flagler Avenue

City/State/Zip Code: Stuart, Florida 34994
Telephone Number: (772) 288-5312
Facsimile Number:
Email Address (optional): mberger@ci.stuart.fl.us <i>lbeglioli@ci.stuart.fl.us</i>

I hereby certify that all information contained herein is true and correct.

1. Signed this 1 day of August, 2022.


Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

Application Requirements

Fees (check box): This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees.

Rezoning to CPUD	\$3,638.00	☐	Rezoning to UPUD	\$3,638.00	☐
Rezoning to RPUD	\$3,638.00	☐	Rezoning to UPUD < 5 Bungalow Units	\$1,523.00	☐
Rezoning to MXPUD	\$3,638.00	☐	Rezoning to Public Service PSPUD	\$3,638.00	☐
Rezoning to Industrial IPUD	\$3,638.00	☐	Non-PUD District Rezoning	\$1,065.00	☒

Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) The data requirements for a site plan and a concept plan are available at the Development Department.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. The Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.

Written justification supporting the application and demonstrating how the application:

- Is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and
- Complies with the relevant development standards of the City of Stuart Land Development Code *(include additional pages if needed)*.

(over)

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

David Dyess, being first duly sworn, depose(s) and say(s):

That I am the owner or petitioner of the following described property which constitutes the location for which notification is required:

3473 NW GREEN RIVER PKWY JENSEN BEACH 34957

That a copy of the notice was sent by regular U.S. Mail on (09/09/2022) to the property owners within 300 feet of the subject property; and

That a list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent and property was posted 15+ days prior to the scheduled public hearing(s) for this item.


SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF Martin
Sworn and subscribed before me by means of ✓ physical presence or
online notarization, this 19 day of September, 2022 By

David Dyess
Personally Known OR Produced Identification


Type of Identification Produced:

Notary Public, State of Florida
(Notary Seal)

My Commission expires:



MICHELLE VICAT
Commission # GG 230877
Expires October 17, 2022
Bonded Thru Budget Notary Services



From the office of Jenny Fields, CFA
Martin County Property Appraiser

NOTICE

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down.
Compatible with Avery 5160.

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

ERB MEL J JR PARK SUSIE
3401 SW ST LUCIE SHORES DR
PALM CITY FL 34990

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

OSPREY KEY ASSOCIATION INC
1400 CENTERPARK BLVD STE 1000
WEST PALM BEACH FL 33401

FRUGGIERO JEFFREY E FRUGGIERO
SHAUNA
63 NE ACACIA TRL
JENSEN BEACH FL 34957

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

OSPREY KEY ASSOCIATION INC
1400 CENTERPARK BLVD STE 1000
WEST PALM BEACH FL 33401

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

PINECREST LAKES INC
340 JENSEN BEACH BLVD
JENSEN BEACH FL 34957

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

STINSON CHRISTOPHER & RENEE
93 NE ACACIA TRL
JENSEN BEACH FL 34957

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

THOMAS TRUST L L C
4 MARINA ISLES BLVD #302
INDIAN HARBOUR BEACH FL 32937

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

THOMAS TRUST LLC
4 MARINA ISLES BLVD STE 302
SATELLITE BEACH FL 32937

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

WADELL CHARLES R WADELL SONDR F
123 NE ACACIA TRL
JENSEN BEACH FL 34957-4621

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401

MERITAGE HOMES OF FLORIDA INC
1400 CENTREPARK BLVD #1000
WEST PALM BEACH FL 33401



JENSEN BEACH
2301 NE SAVANNAH RD
JENSEN BEACH, FL 34957-9998
(800)275-8777

09/09/2022 02:32 PM

Product	Qty	Unit Price	Price
Mighty MS	1	\$6.00	\$6.00

Grand Total: \$6.00

Credit Card Remit \$6.00

Card Name: VISA
Account #: XXXXXXXXXXXX9406
Approval #: 319023
Transaction #: 431
AID: A0000000031010 Contactless
AL: VISA CREDIT

Every household in the U.S. is now
eligible to receive a third set
of 5 free test kits.
Go to www.covidtests.gov

In a hurry? Self-service kiosks offer
quick and easy check-out. Any Retail
Associate can show you how.

Preview your mail
Track your Packages
Sign up for FREE @
<https://intormedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 114470-0410
Receipt #: 840-53270162-3-5722035-1
User: 21

1783.28.1
City of Stuart Task 4B

Fire Station 3

Notices to adjacent
property owners.

9/9/2022

NOTICE OF PUBLIC HEARING

**FUTURE LAND USE AMENDMENT
FROM COMMERCIAL TO PUBLIC**

Fire Station 3

STUART LIA October 1st, 2012 at 9:30 PM

AND

CITY COMMISSION

October 31st, 2012 at 5:30 P.M.

STUART CITY HALL 325 SW FLAGLER AVE.

772-268-5326 9:30 AM- 5:00 PM

**VISIT WWW.CITYOFSTUART.US FOR MORE
INFORMATION**



NOTICE OF PUBLIC HEARING

**FOR ZONE C-200 USE AMENDMENT
FROM COMMERCIAL TO PUBLIC**

For District 2

Public Hearing: 10/1/14, 6:00 PM to 8:00 PM

City Commission

Meeting: 10/1/14, 8:00 PM to 9:00 PM

10/1/14 City Hall, 100 N. Washington

100 N. Washington, Suite 100, Tallahassee, FL 32301

For more information, visit www.tallahassee.gov

or call 904.251.1234

For more information, visit www.tallahassee.gov

or call 904.251.1234

**Fire Station # 3
Rezoning
Stuart City Commission
November 14th, 2022**

**From Commercial Planned Unit Development (CPUD)
to Public**

City of Stuart



Fire Station # 3 Rezoning

ORDINANCE # 2506-2022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.78-ACRE PARCEL; LOCATED AT 3473 NW GREEN RIVER PARKWAY; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; FROM COMMERCIAL PLANNED UNIT DEVELOPMENT "CPUD" TO PUBLIC; DEVELOPING THE SITE FOR A NEW FIRE STATION WITH 6,523 SQ FT TO SERVE THE NORTHNERN PART OF THE CITY; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.



Fire Station 3 Rezoning

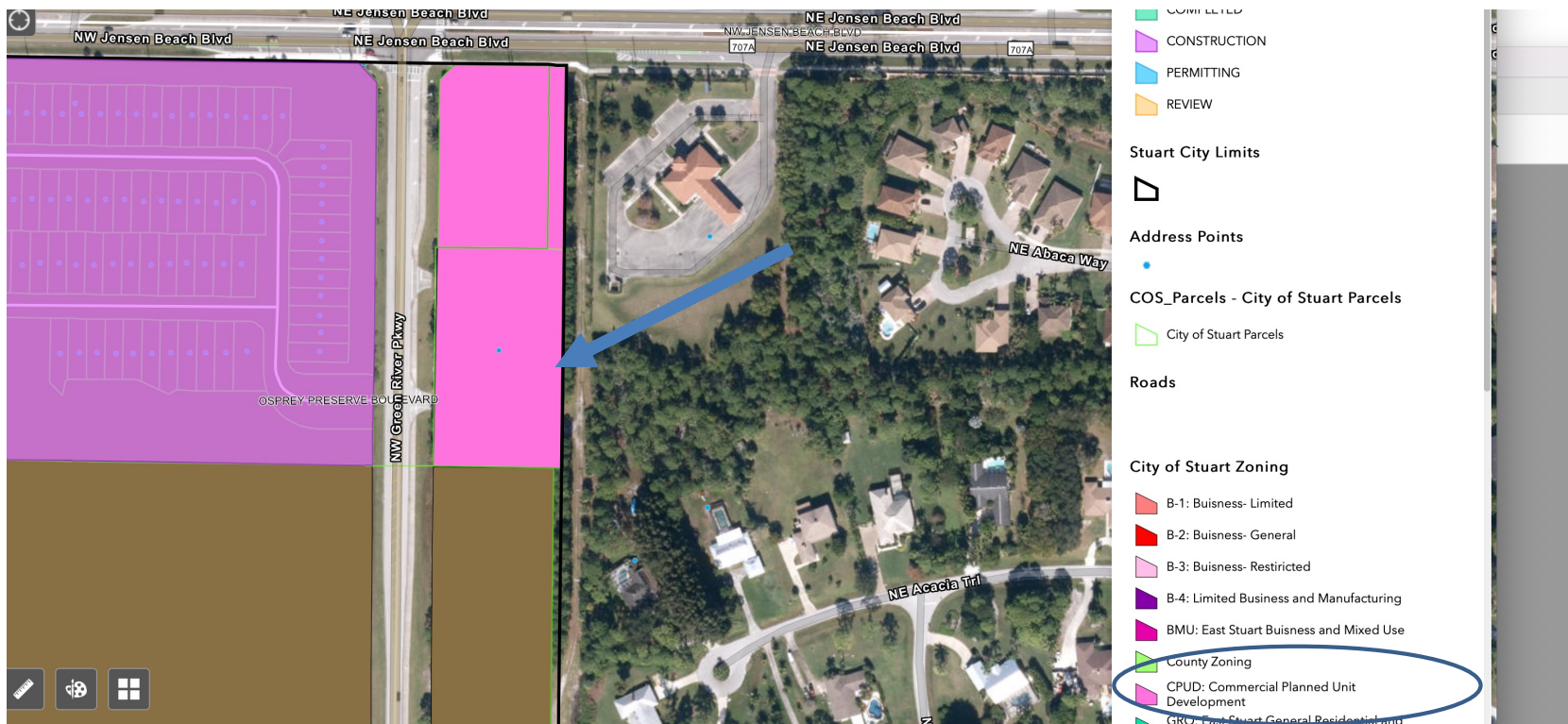
This is a companion agenda item to the Future Land Use Map Amendment just presented to change the FLU designation from Commercial to Public. This change of zoning from Commercial Planned Unit Development to Public zoning will complete the proper land use and zoning to make the site consistent for the location of Fire Station 3



Concurrency

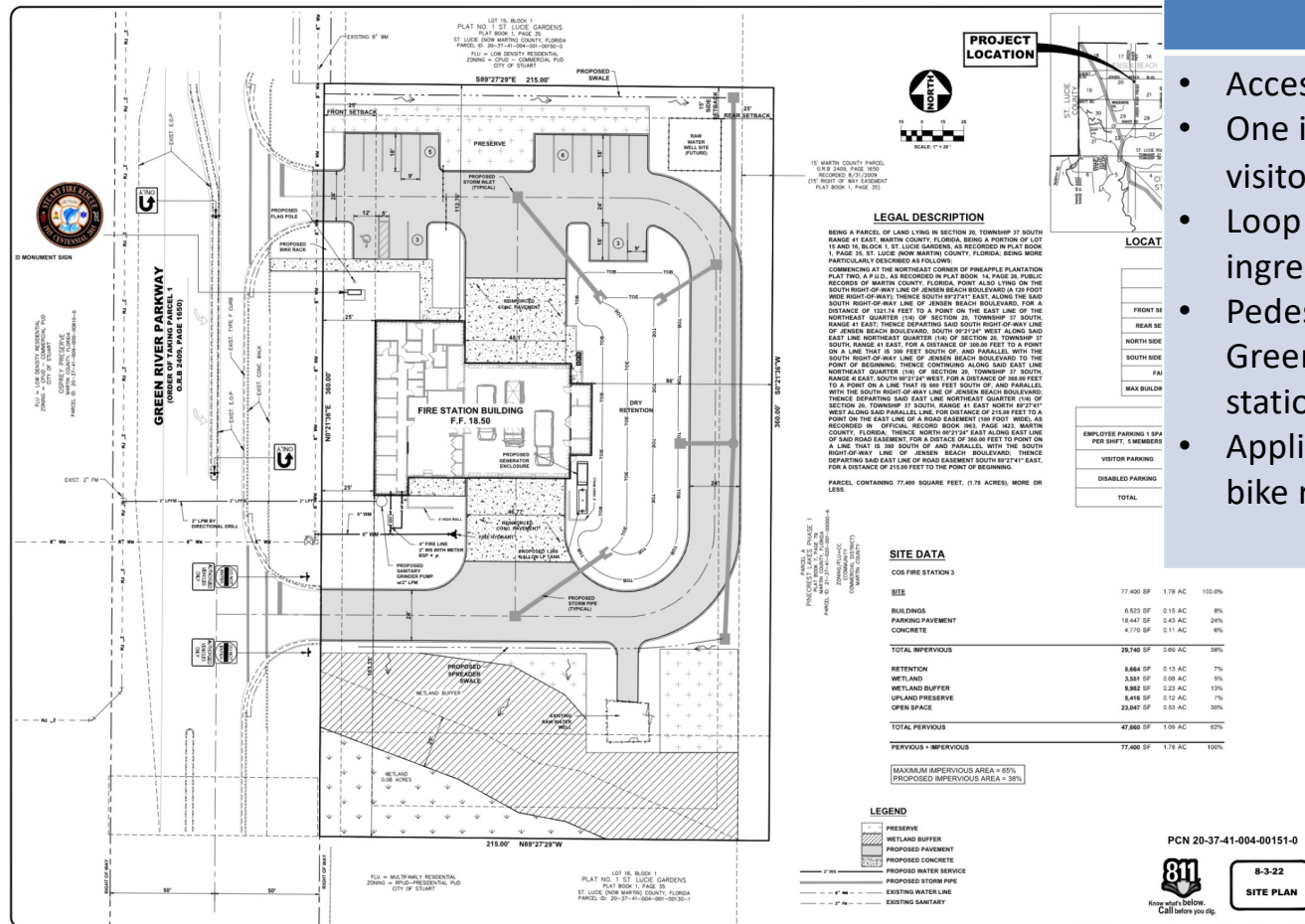
Traffic: The City's Traffic Consultant, Kimley Horn and Associates, Inc., has completed the review of the applicant's Traffic Analysis and confirmed that the proposed development is consistent with the City's Concurrency Requirements. The total trip generation potential for the proposed fire station is 7 - PM peak hour trips (2 entering / 5 exiting). Access to the site is provided via SE Green River Parkway. The traffic statement demonstrates that the roadways will operate acceptably upon project buildout.

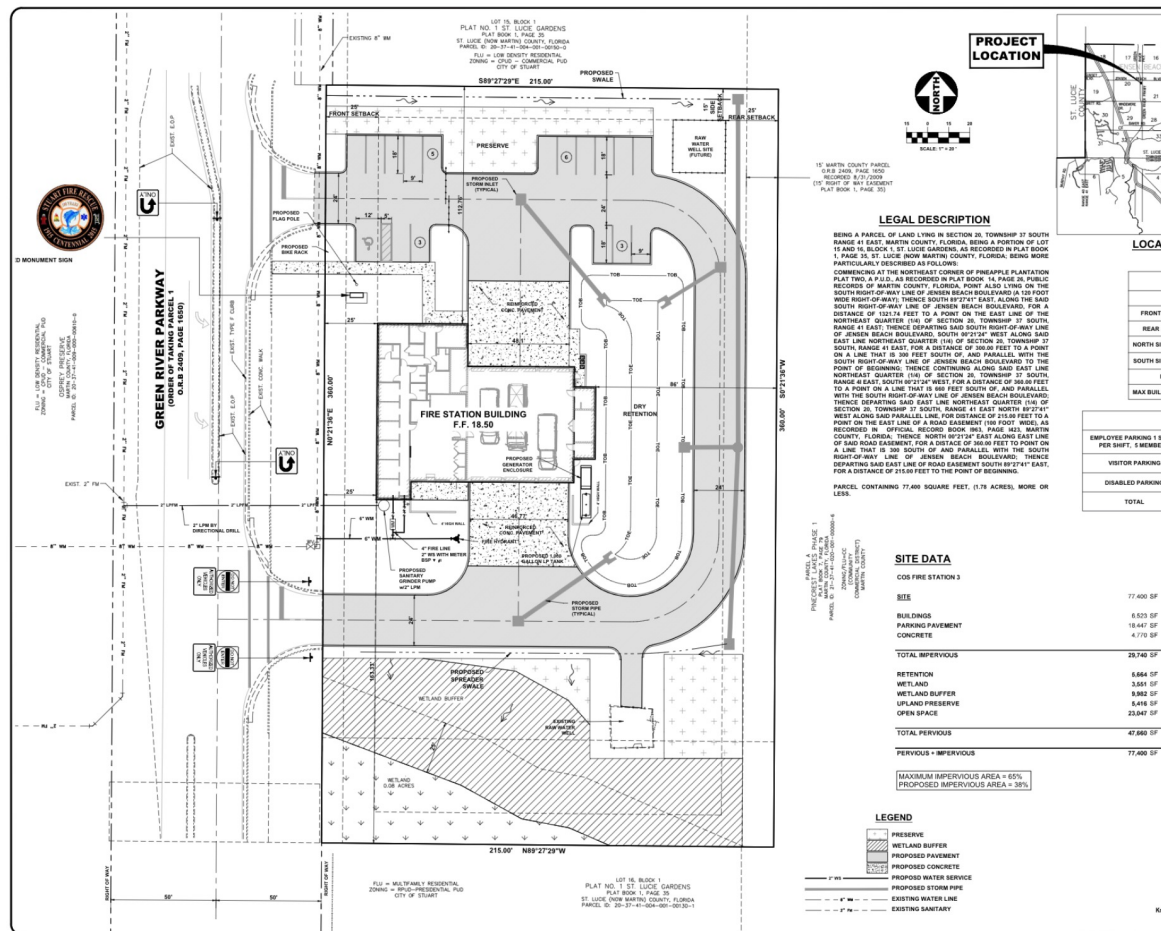
Current Zoning



ACCESS & CIRCULATION

- Access from SE Green River Parkway
- One internal vehicular loop connects to visitor and employee parking
- Loop also used for emergency vehicle ingress/egress to apparatus bays
- Pedestrian sidewalk connection from SE Green River Parkway to front door of station
- Applicant has proposed City standard bike rack





PARKING

- Employee Parking 1 space per shift, 5 members (Required: 5 spaces; Proposed: 9 spaces)
- Visitor Parking (Required: 7 spaces; Proposed: 7 spaces)
- Disabled Parking (Required: 1 space; Proposed: 1 space)

VERIFIC

COS FIRE STATION 3

CITY OF STUART, FLORIDA

SITE PLAN

Joseph W. Capra
301 N.W. Flagler Ave.
Boca Raton, FL 33431
P.E. No. 12418

Printed Date: _____

Project No. **1783-28-1**

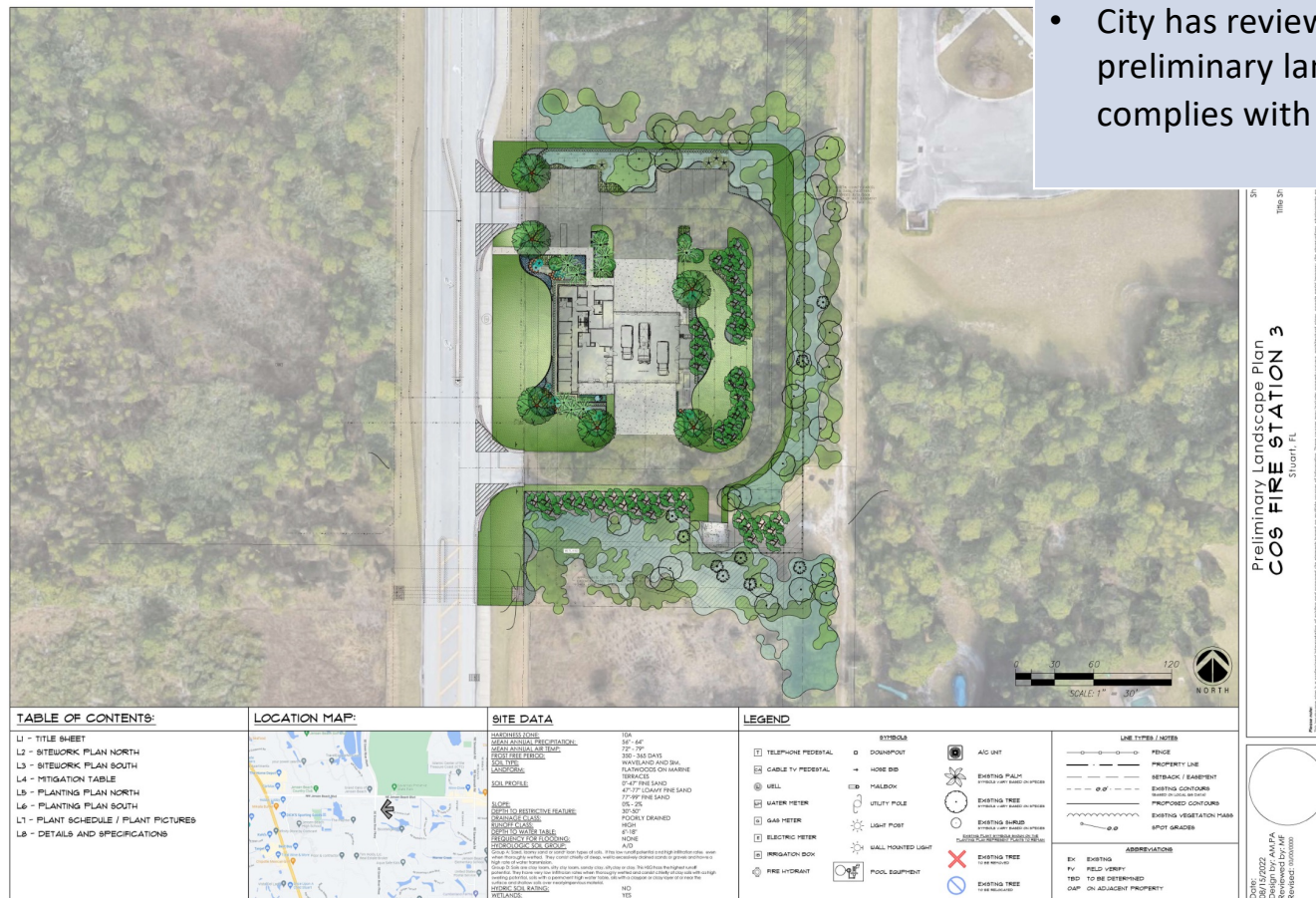
SHEET **1** OF **1**



Preliminary Landscape Plan

LANDSCAPE

- City has reviewed the preliminary landscaping and plan complies with this requirement.





SITE AND BUILDING DETAILS

- 1 one-story building for fire station
- 6,532 sq feet
- 45 feet in height
- 6 private bunks and private officer bunk
- Building is light grey base color with accents to match Stuart Fire Dept.
- 20' 5" high
- Horizontal and vertical projections and recesses



On October 13, 2022, the Local Planning Agency (LPA) recommended approval of the subject petition to the City Commission.



Staff Recommendation

The proposed rezoning is compatible with and complementary to adjacent uses.

The proposed project meets and exceeds the city's code.

Staff recommends approval of the rezoning request from CPUD to Public.



**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

EAST STUART NEIGHBORHOOD - ZONING MAP AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION

ORDINANCE No. 2499-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO ASSIGN "EAST STUART NEIGHBORHOOD" ZONING AND MAKE CHANGES FOR CONSISTENCY WITH FUTURE LAND USE MAP; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject parcels are located within the "East Stuart Neighborhood" and have recently been assigned a future land use of either "East Stuart" or "Public". The prior zoning designation of "East Stuart General Residential Office (GRO)"; "R-1 Single Family – General"; "R-2 Duplex"; "R-3 Multi-Family/Office"; or "Public" on certain lands are no longer appropriate and require amendment. This ordinance will rezone certain parcels, which will bring them into compliance with the Future Land Use. The rezoning is in compliance with the Comprehensive Plan and is compatible with the surrounding zoning.

This item was presented to the Local Planning Agency (LPA) on November 10, 2022. The board's comments and recommendation will be presented at the City Commission meeting.

ATTACHMENTS:

1. A. Ordinance No. 2499-2022 Zoning East Stuart and Map Exhibits
2. B. Public Notification - Certified Letters

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No. 2499-2022, amending the city's official Zoning Map to include changes on certain lands within the "East Stuart Neighborhood" to be consistent with the Future Land Use Map.

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 11/14/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

THE CREEK DISTRICT - ZONING MAP AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION

ORDINANCE No. 2501-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO ASSIGN "THE CREEK DISTRICT" ZONING AND MAKE CHANGES FOR CONSISTENCY WITH THE FUTURE LAND USE MAP; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The subject parcels are located within "The Creek District" and have recently been assigned a future land use designation of either "Downtown" or "Recreation". The prior zoning designations of "Urban Center"; "Urban General"; and "B-2 Business General" on parcels within "The Creek District" are no longer appropriate and require amendment. This ordinance will rezone all the parcels within the district, which will bring them into compliance with the Future Land Use. The rezoning is in compliance with the Comprehensive Plan and is compatible with the surrounding zoning.

This item was presented to the Local Planning Agency (LPA) on November 10, 2022. The board's comments and recommendation will be presented at the City Commission meeting.

ATTACHMENTS:

1. A. Ordinance No. 2501-2022 Zoning Creek District and Map Exhibits
2. B. Public Notification – Certified Letters

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No. 2501-2022, amending the city's official Zoning Map to include new zoning on parcels within "The Creek District" to be consistent with the Future Land Use Map.

ATTACHMENTS:

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/14/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

EAST STUART NEIGHBORHOOD - LAND DEVELOPMENT CODE AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION

ORDINANCE No. 2507-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING CHAPTER III SPECIAL ZONING CODES FOR THE "EAST STUART NEIGHBORHOOD"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The proposed work-program amendment to the Land Development Code, amendment to the Future Land Use Map, and amendment to the Zoning Map to assign the "East Stuart Neighborhood" Zoning District to certain parcels within the "East Stuart Neighborhood" was presented to the Community Redevelopment Board, Local Planning Agency, and the City Commission in September 2022.

The East Stuart Neighborhood is a new section in Chapter III, Special Zoning Codes, of the Land Development Code. It is not presented as underline. In places where there is no underline, the language or policy is similar to an existing policy. The underline text is where policies are new or modified. The italicized text are defined terms in Chapter XII. The bold text references other portions of the Land Development Code. The blue underline are hyperlinks for references outside of the Land Development Code and can be added to the Municode. The existing zoning code for this area is presented as strike through.

The proposed code is intended to: reflect the unique and historical character of the East Stuart Neighborhood and create harmonious infill development which allows a variety of housing options.

Jessica Seymour, Principal Program Coordinator, TCRPC has drafted proposed amendments to the city's LDC for the "East Stuart Neighborhood." TCRPC worked with the Community Redevelopment Board, Community Redevelopment Agency, the Development Department, the Public Works Department, interviews with members of the public, property owners, developers, land planners/professionals working in the area, American Institute of Architect (AIA), and conducted peer review of the proposed code as recommended by the Community Redevelopment Board. Interviews and public meetings have reached over 110 individuals. The CRA/City has mailed 3,500 postcards, dropped off over 1,500 flyers, 500 doorhangers and communicated through the city's webpage, newsletter, and social media to advertise meetings.

Treasure Coast Regional Planning Council staff will present the proposed Chapter III, Section 3.02.00, at the public hearing, assisted by staff as appropriate.

A copy of the proposed code is included in the agenda item. A few edits were made to the proposed code between the presentations and the first public hearing:

1. Solid waste and dumpster language
2. Landscape buffers and parking lot landscaping standards
3. Ramps and ADA accessibility
4. Architectural standards
5. Maximum footprint of 700 sq ft for Accessory Dwelling Unit (ADU)
6. Accessory Dwelling Unit allowed for single-family homes and townhouses (removed ADU for duplexes)
7. Change civic open space requirement to neighborhood open space, not required for parcel sizes
8. Clarifying language in general for major and minor conditional use
9. Misc. edits to language for clarifications and corrections to scribblers' errors

This item was presented to the Local Planning Agency (LPA) on November 10, 2022. The board's comments and recommendation will be presented at the City Commission meeting.

ATTACHMENT:

1. A. Ordinance No. 2507-2022 LDC Amendment East Stuart Neighborhood
2. B. Presentation

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No. 2507-2022, amending Chapter III of the Land Development Code to include form-based land development regulations for the "East Stuart Neighborhood".

ATTACHMENTS:

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/14/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

THE CREEK DISTRICT - LAND DEVELOPMENT CODE AMENDMENT
CONTINUED TO DATE CERTAIN DECEMBER 12, 2022 CITY COMMISSION

ORDINANCE No. 2498-2022; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING CHAPTER II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY; CHAPTER III SPECIAL ZONING CODES FOR "THE CREEK DISTRICT"; AND CHAPTER XII DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The proposed work-program amendment to the Land Development Code, amendment to the Future Land Use Map, and amendment to the Zoning Map to assign "The Creek District" Zoning District to the parcels within "The Creek District" was presented to the Community Redevelopment Board, Local Planning Agency, and the City Commission in September 2022.

The Creek District Code is a new section in Chapter III, Special Zoning Codes, of the Land Development Code. It is not presented as underline. In places where there is no underline, the language or policy is similar to an existing policy. The underline text is where policies are new or modified. The italicized text are defined terms in Chapter XII. The bold text references other portions of the Land Development Code. The blue underline are hyperlinks for references outside of the Land Development Code and can be added to the municode. The existing zoning code for this area is presented as strike through. The proposed changes to Chapter III enacted the proposed changes to Chapter II - Zoning Districts Uses Allowed, Density, Intensity and Chapter XII - Definitions of the Land Development Code.

The proposed code is intended to: reflect the unique character of The Creek District of the Arts & Entertainment District, promote low-impact infrastructure, and promote infill development within the urban center while maintaining Stuart's unique character.

Jessica Seymour, Principal Program Coordinator, TCRPC has drafted proposed amendments to the city's LDC for the "East Stuart Neighborhood." TCRPC worked with the Community Redevelopment Board, Community Redevelopment Agency, the Development Department, the Public Works Department, interviews with members of the public, property owners, developers, land planners/professionals working in the area, American Institute of Architect (AIA), and conducted peer review of the proposed code as recommended by the Community Redevelopment Board. Interviews and public meetings have reached over 110 individuals. The CRA/City has mailed 3,500 postcards, dropped off over 1,500 flyers, 500 doorhangers and communicated through the city's webpage, newsletter, and social media to advertise meetings.

Treasure Coast Regional Planning Council staff will present the proposed Chapter III, Section 3.04.00, and related changes to Chapter II and Chapter XII, at the public hearing, assisted by staff as appropriate.

A copy of the proposed code is included in the agenda item. A few edits were made to the proposed

code between the presentations and the first public hearing:

1. Solid waste and dumpster language
2. Landscape buffers and parking lot landscaping standards
3. Ramps and ADA accessibility
4. Architectural standards
5. Sign standards
6. Maximum footprint of 700 sq ft for Accessory Dwelling Unit (ADU)
7. Accessory Dwelling Unit allowed for single-family homes and townhouses (removed ADU for duplexes)
8. Change civic open space requirement to neighborhood open space, not required for parcels
9. Clarifying language in general for major and minor conditional use
10. Misc. edits to language for clarifications and corrections to scribblers' errors

This item was presented to the Local Planning Agency (LPA) on November 10, 2022. The board's comments and recommendation will be presented at the City Commission meeting.

ATTACHMENTS:

1. A. Ordinance No. 2498-2022 LDC Amendment Creek District and other sections of the code
2. B. Presentation
3. C. Letter of Support - The Creek District Board

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No. 2498-2022, amending the city's Land Development Code, Chapter III to include form-based land development regulations for "The Creek District"; Chapter II Zoning Districts Uses Allowed, Density, Intensity; and Chapter XII Definitions.

ATTACHMENTS: